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(IRA)

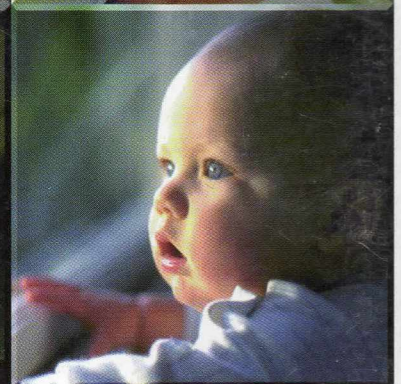
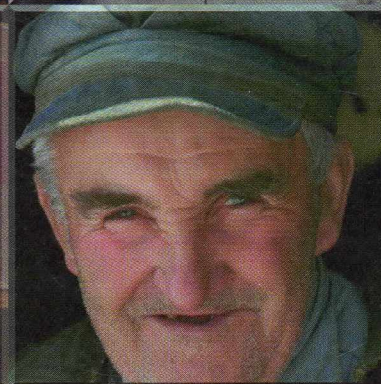
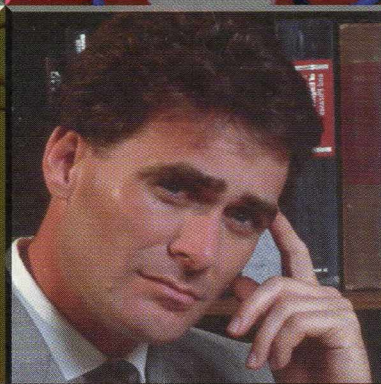
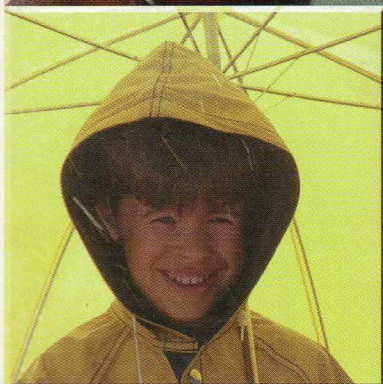
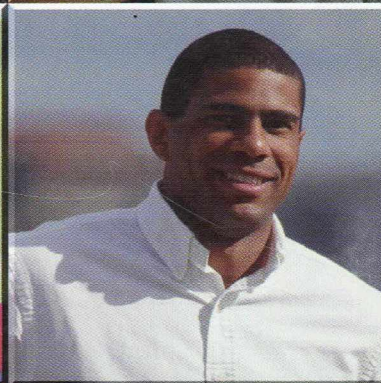
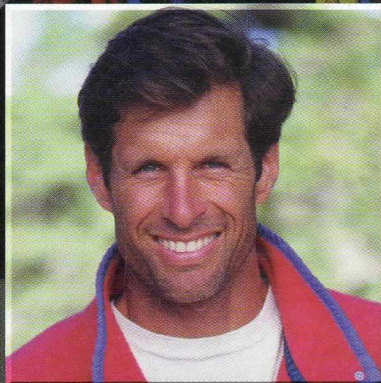
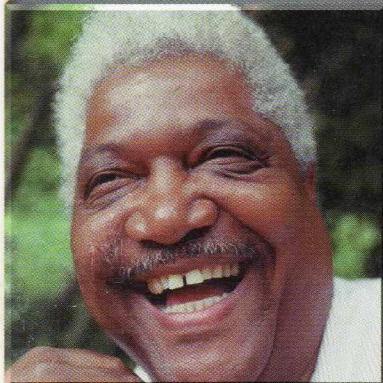
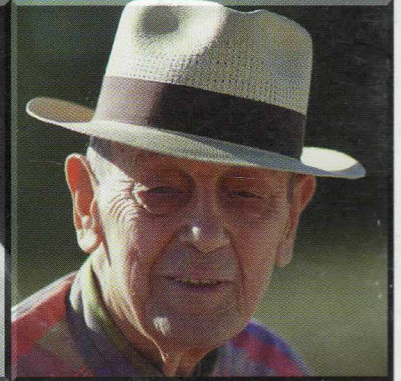
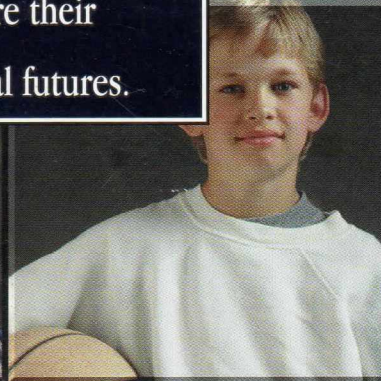
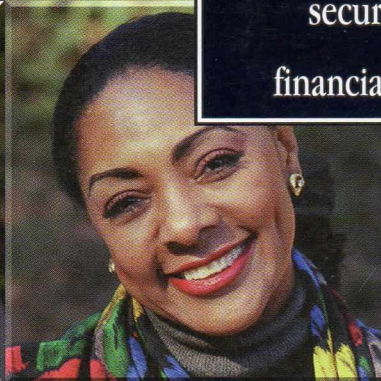
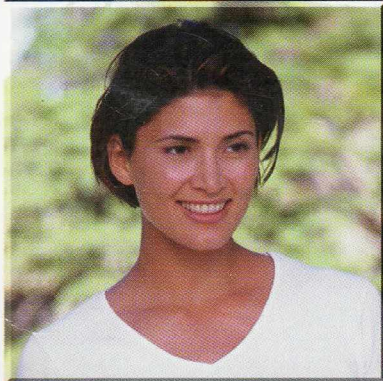
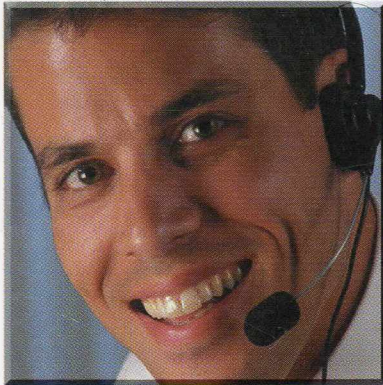
Mutual of Omaha Companies

IRA

IRA

IRA

The people of
Mutual of Omaha
are committed to
helping our customers
protect their families
and businesses and
secure their
financial futures.



UNITED OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175-1100



SEPTEMBER 11, 2001

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

*RMD notice
mailed 10/9/01*

Coverage ID: UA7728312

According to our records, you have attained age 70 1/2. It is important that you receive a minimum distribution from your INDIVIDUAL RETIREMENT ANNUITY (IRA) prior to DECEMBER 31, 2001. Failure to do so may result in a substantial penalty in the form of an increased tax by the Internal Revenue Service.

The following is information regarding your Required Minimum Distribution (RMD):

- Using the Single Life / Recalculation Method for Policy UA7728312, your minimum distribution for 2001 is \$6,451.15.
- Each year, UNITED OF OMAHA will calculate your RMD amount using the Single Life / Recalculation method. You may elect to use one of the other IRS approved methods of calculation, such as joint life expectancy. However, the method you apply must remain consistent with your election at the time of your required beginning date.

If you wish, you may elect to withdraw your minimum distribution from this

IRA



UNITED of OMAHA LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600
mutualofomaha.com

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/03 thru 12/31/03

Your Individual Retirement Annuity continues to be an exceptional retirement income plan. Regular contributions to your United of Omaha annuity enable you to take advantage of prevailing interest rates to build your retirement fund. The amount deductible depends on the date contributed and other factors relating to Adjusted Gross Income and Pension Plan coverage. Be sure to consult your tax advisor.

YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/03 was

Add total contributions for the period

These items may not all be deductible currently. Consult your tax advisor.

2003 for 2002

\$0.00

2003 for 2003

\$0.00

Subtract policy charges

-

\$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value

-

\$3,422.93

Subtract policy charges on withdrawals

-

\$0.00

Add interest credited

+

\$2,943.12

Additional Deposits



Brian P. Dudley

REPRESENTATIVE

REPRESENTING

MUTUAL OF OMAHA INSURANCE COMPANY

MUTUAL OF OMAHA LIFE INSURANCE COMPANY

M.J. Fagnoli Division Office

11149 RESEARCH BLVD., #280-BALCONES CENTRE
AUSTIN, TX 78759
PHONE (512) 418-8998, FAX (512) 418-9953
PAGER 1-888-241-4885, CELL (512) 736-0494

7859499

STATEMENT OF BENEFIT INFORMATION (CONTRACT SUMMARY) FOR A
FLEXIBLE PAYMENT DEFERRED ANNUITY

ULTRANNUITY FOR: MAURINE P HAMILTON

POLICY NUMBER UA7728312

AGE AT ISSUE 78

AGE AT MATURITY 95

ANNUAL PURCHASE PAYMENT \$36,294.03 + 26,783.37

ADDITIONAL PAYMENT \$.00

DATE OF ISSUE JULY 26, 2000

MATURITY DATE JULY 26, 2017

= \$63,077.40

B. Dudley

THE MINIMUM ISSUE PURCHASE PAYMENT IS \$600.00 ANNUALIZED. 11-16-00
THE MAXIMUM ISSUE PURCHASE PAYMENT IS \$1,000,000

THE VALUES AND BENEFITS ILLUSTRATED BELOW ASSUME ALL SCHEDULED OR "ANNUAL" PURCHASE PAYMENTS ARE MADE TO AGE OF MATURITY, NO WITHDRAWALS, LOANS OR ADDITIONAL PAYMENTS HAVE BEEN MADE, AND APPLICABLE STATE PREMIUM TAXES HAVE BEEN DEDUCTED. THE GUARANTEED VALUES AND BENEFITS ARE BASED ON THE MINIMUM GUARANTEED INTEREST OF 4%. THE CURRENT VALUES AND BENEFITS ARE BASED ON THE CURRENT INTEREST RATE AND ARE ILLUSTRATIONS AND NOT GUARANTEED. IF THE CURRENT INTEREST RATE CHANGES, VALUES AND BENEFIT PAYMENTS MAY BE MORE OR LESS THAN SHOWN BUT NOT LESS THAN THE GUARANTEED VALUES AND BENEFITS. AN ANNUAL POLICY FEE OF \$30 IS DEDUCTED FROM THE ACCUMULATION VALUE, ON ANY POLICY ANNIVERSARY AT WHICH THE ACCUMULATION VALUE IS LESS THAN \$20,000.

THE POLICY MAY RESULT IN A LOSS IF KEPT FOR ONLY A FEW YEARS. SEE THE GUARANTEED CASH SURRENDER VALUES SHOWN BELOW.

AT END OF YEAR	ACCUMULATION** AND DEATH BENEFIT AT THE CURRENT INTEREST RATE OF 6.00% *	ACCUMULATION** AND DEATH BENEFIT AT THE GUARANTEED INTEREST RATE OF 4.00%	END OF YEAR CURRENT CASH SURRENDER VALUES AT 6.00% *	END OF YEAR GUARANTEED CASH SURRENDER VALUES AT 4.00%
01	38,834.61	37,745.79	35,339.50	34,348.67
02	41,164.69	39,255.62	37,459.87	35,722.62
03	43,634.57	40,825.85	40,492.88	37,886.39
04	46,252.64	42,458.88	43,755.00	40,166.10
05	49,027.80	44,157.24	47,262.80	42,567.58
06	51,969.47	45,923.53	51,034.02	45,096.90
07	55,087.64	47,760.47	55,087.64	47,760.47
08	58,392.90	49,670.89	58,392.90	49,670.89
09	61,896.47	51,657.72	61,896.47	51,657.72
10	65,610.26	53,724.03	65,610.26	53,724.03
15	87,801.33	65,363.50	87,801.33	65,363.50
20	117,497.98	79,524.69	117,497.98	79,524.69
AT AGE				
60	0.00	0.00	0.00	0.00
65	0.00	0.00	0.00	0.00
95	98,653.57	70,697.16	98,653.57	70,697.16

*THE CURRENT RATE PLUS 1% WILL BE CREDITED ON EVERY PURCHASE PAYMENT FOR 12 MONTHS FROM THE CURRENT DATE RECEIVED, PROVIDED THE CURRENT INTEREST RATE IS GREATER THAN 4.00%.

**THE END OF YEAR DEATH BENEFIT IS THE GREATER OF THE END OF YEAR ACCUMULATION VALUE AND THE END OF YEAR CASH SURRENDER VALUE.

01693H1000

STATEMENT OF BENEFIT INFORMATION (CONTRACT SUMMARY) FOR A
FLEXIBLE PREMIUM DEFERRED ANNUITY

PRIOR TO MATURITY, THE FOLLOWING WITHDRAWAL CHARGES WILL APPLY TO
WITHDRAWALS OF MORE THAN 10% OF THE ACCUMULATION VALUE IN EACH POLICY YEAR:

POLICY YEAR 1 - 10%; YR 2 - 10%; YR 3 - 8%; YR 4 - 6%; YR 5 - 4%;
YR 6 - 2%; YR 7 AND AFTER - 0%.

ANNUITY PAYOUT OPTIONS - BASED ON THE CURRENT INTEREST RATE, LIFETIME
MONTHLY INCOME FOR:

AGE	10 YEAR CERTAIN AND LIFE	LIFE ONLY	INSTALLMENT REFUND
60	0.00	0.00	0.00
65	0.00	0.00	0.00
70	0.00	0.00	0.00

ANNUITY PAYOUT OPTIONS - BASED ON THE GUARANTEED INTEREST RATE, LIFETIME
MONTHLY INCOME FOR:

AGE	10 YEAR CERTAIN AND LIFE	LIFE ONLY	INSTALLMENT REFUND
60	0.00	0.00	0.00
65	0.00	0.00	0.00
70	0.00	0.00	0.00

THE YIELD ON A CURRENT BASIS IS 6.10% AT THE END OF 10 YEARS AND
6.06% AT MATURITY.

THE YIELD ON A GUARANTEED BASIS IS 4.00% AT THE END OF 10 YEARS AND
4.00% AT MATURITY.

YOUR LICENSED AGENT:

BRIAN PAUL DUDLEY
MICHAEL FARGNOLI DIVISION
400 N LOOP 1604 E STE 250

SAN ANTONIO TX 78232-1246

POLICY ISSUED BY: UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NE. 68175

DATE JULY 31, 2000

Distributions under this provision are considered to have begun:

- (a) if distributions are made on account of the Owner reaching his or her required beginning date; or
- (b) if, prior to the required beginning date, distributions irrevocably begin to an individual over a period permitted and in an annuity form acceptable under section 1.401(a)(9) of the Proposed Income Tax Regulations.

Alternative Method of Distribution

An individual may satisfy the minimum distribution requirements under sections 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Owner of two or more IRAs may use the 'alternative method' described in Notice 88-38, 1988-1 C.B. 524. This method satisfies the minimum distribution requirements described above.

Notice to Company

The Owner shall notify us of the reason for any partial or total withdrawal. The Owner or beneficiary is solely responsible for determining that premiums and distributions under this policy satisfy applicable tax requirements.

Annual Report

We will furnish annual calendar reports concerning the status of the policy.

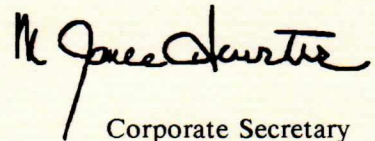
Amendment Right

This rider may be amended by the Company to qualify the policy as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. Any such amendment may be made effective the date of issue of the policy.

General

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions which are not inconsistent with the rider provisions.

United of Omaha Life Insurance Company


Corporate Secretary

United of Omaha Life Insurance Company

INDIVIDUAL RETIREMENT ANNUITY RIDER

This rider is attached to and made a part of the policy to qualify the policy as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended, (the Code). Where the provisions of this rider and those of the policy disagree, the provisions of the rider will apply. This rider replaces any rider Individual Annuity Retirement rider previously issued.

AMENDMENTS

Ownership

The policy is established for the exclusive benefit of the Owner and his or her beneficiaries. The Owner is the Annuitant of the policy and may exercise all rights under the policy during his or her lifetime. The Owner's rights to benefits under the policy are nonforfeitable.

Assignments

The policy may not be sold, assigned, discounted or pledged as collateral for a loan or as a security for the performance of an obligation, and the policy may not be transferred by the Owner. To the extent permitted by law, benefits payable under this policy will be exempt from the claims of creditors.

Premiums (Also called purchase payments or contributions in the policy)

Premiums under the policy must be paid in cash. Premiums may not exceed \$2,000 for any taxable year except for:

- (a) rollover contributions (as permitted by section 402(c), 403(a)(4), 403(b)(8) or 408(d)(3) of the Code); or
- (b) a contribution made in accordance with a Simplified Employee Pension (SEP) as described in section 408(k) of the Code.

No contributions will be accepted under a SIMPLE plan established by any employer pursuant to section 408(p). No transfer or rollover funds attributable to contributions made by a particular employer under its SIMPLE plan will be accepted from a SIMPLE IRA, that is an IRA used in conjunction with a SIMPLE plan prior to the expiration of a two year period beginning on the date the individual first participated in the employer's SIMPLE plan.

Maturity Date

In no event may the maturity date, either as stated on page 3 of the policy or as later changed, be a date:

- (a) prior to the date the Owner attains age 59 1/2; or
- (b) after the first day of the Owner's taxable year in which the Owner attains age 70 1/2.

Required Distribution

Notwithstanding any provision of the policy to the contrary, the Owner's entire interest in the policy will be distributed or begin to be distributed by the April 1 following the calendar year in which the Owner reaches age 70 1/2 (the required beginning date). For each succeeding year, a distribution must be made on or before December 31. Distribution of the entire interest in the policy shall be made in a single sum payment or over:

- (a) the life of the owner; or
- (b) the lives of the Owner and his or her named beneficiary; or
- (c) a period certain not extending beyond the life expectancy of the Owner; or
- (d) the joint life and last survivor expectancy of the Owner and his or her named beneficiary.

Periodic payments must be made at intervals of no longer than one year. Payments must be either non-increasing or may increase only as provided in Q&A F-3 of section 1.401(a)(9)-1 of the Proposed Income Tax Regulations. Distributions under this Required Distribution provision shall be made in accordance with the minimum distribution requirements of section 408(b)(3) of the Code and regulations thereunder. This

includes the incidental death benefit requirement of section 401(a)(9)(G) of the Code and the incidental death benefit requirement of section 1.401(a)(9)-2 of the Proposed Income Tax Regulations. All of these Code sections and regulations are herein incorporated by reference.

Life expectancy is computed by use of the expected return multiples in Tables V and VI of section 1.72-9 of the Income Tax Regulations. Unless otherwise elected by the Owner by the time distributions are required to begin, life expectancies will be recalculated annually. This election will be irrevocable by the Owner and will apply to all later years. The life expectancy of a non-spouse beneficiary may not be recalculated. Instead, life expectancy will be calculated using the attained age of the beneficiary during the calendar year in which the Owner reaches age 70 1/2. Payments for later years will be calculated based on that life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated.

The Owner will elect prior to the required beginning date a form of distribution that satisfies this Required Distribution provision.

Distribution Upon Owner's Death

If the Owner dies after distributions have begun, the remaining portion of the Owner's interest, if any, will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Owner's death.

If the Owner dies before distribution of his or her interest begins, distribution of the entire remaining interest in the policy shall be completed by December 31 of the year containing the fifth anniversary of the Owner's death. However, to the extent that the Owner elects or, if the Owner has not so elected, his or her named beneficiary elects, distribution will be made in accordance with one of the following methods:

1. If the Owner's interest is payable to a named beneficiary, the entire remaining interest in the policy may be distributed:
 - (a) over the life of the named beneficiary; or
 - (b) over a period certain not greater than the life expectancy of the named beneficiary. Payment must begin on or before December 31 of the calendar year immediately following the calendar year in which the Owner died.
2. If the named beneficiary is the Owner's surviving spouse, the entire remaining interest in the policy may be distributed:
 - (a) over the life of the surviving spouse; or
 - (b) over a period certain not greater than the life expectancy of the surviving spouse. Payment must begin on or before the later of:
 - (1) December 31 of the calendar year immediately following the calendar year in which the Owner died; or
 - (2) December 31 of the year in which the Owner would have reached age 70 1/2.
3. If the named beneficiary is the Owner's surviving spouse, the spouse may elect to treat the policy as his or her own IRA. This election is made if the surviving spouse makes:
 - (a) a regular IRA contribution to the policy; or
 - (b) makes a rollover to or from the policy; or
 - (c) fails to elect a distribution under this provision.

Life expectancy is computed by use of the expected return multiples in Tables V and VI of section 1.72-9 of the Income Tax Regulations. Unless otherwise elected by the surviving spouse by the time distributions are required to begin, life expectancies will be recalculated annually. This election will be irrevocable by the surviving spouse and will apply to all later years. In the case of any other named beneficiary, life expectancies will be calculated using the attained age of the beneficiary during the calendar year in which distributions are required to begin under this provision. Payments for later years will be calculated based on that life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated.

Internal Revenue Service

Plan Name: **IRA Annuity Contract 5671L-0295 w/Rider 2399L-0995**
FFN: **50173110000-012** Case: **9570207** EIN: **47-0322111**
Letter Serial No: **D190335a**

UNITED OF OMAHA LIFE INSURANCE CO

MUTUAL OF OMAHA PLAZA

OMAHA, NE 68175

Department of the Treasury

Washington, DC 20224

Person to Contact: Ms. Arrington

Telephone Number: (202) 622-8173

Refer Reply to: CP:E:EP:T3

Date: 9/15/95

Dear Applicant:

In our opinion, the form of the prototype trust, custodial account or annuity contract identified above is acceptable under section 408 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986.

Each individual who adopts this approved plan will be considered to have a retirement savings program that satisfies the requirements of Code section 408, provided they follow the terms of the program, do not engage in certain transactions specified in Code section 408(e), and, if the arrangement is a trust or custodial account, the trustee or custodian is a bank within the meaning of Code section 408(n) or has been approved by the Internal Revenue Service pursuant to Code section 408(a)(2). Please provide a copy of this letter to each person affected.

The Internal Revenue Service has not evaluated the merits of this savings program and does not guarantee contributions or investments made under the savings program. Furthermore, this letter does not express any opinion as to the applicability of Code section 4975, regarding prohibited transactions.

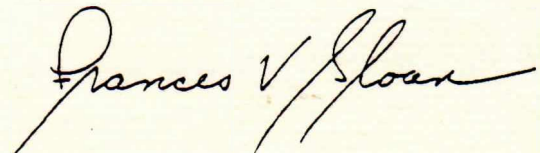
Code section 408(i) and related regulations require that the trustee, custodian or issuer of a contract provide a disclosure statement to each participant in this program as specified in the regulations. Publication 590, Tax Information on Individual Retirement Arrangements, gives information about the items to be disclosed. The trustee, custodian or issuer of a contract is also required to provide each adopting individual with annual reports of savings program transactions.

Your program may have to be amended to include or revise provisions in order to comply with future changes in the law or regulations.

If you have any questions concerning IRS processing of this case, call us at the above telephone number. Please refer to the File Folder Number (FFN) shown in the heading of this letter. Please provide those adopting this plan with your telephone number, and advise them to contact your office if they have any questions about the operation of this plan.

You should keep this letter as a permanent record. Please notify us if you terminate the form of this plan.

Sincerely yours,



Chief, Employee Plans Technical Branch 3

06750H1000

DELIVERY INSTRUCTIONS

DISTRIBUTION HIERARCHY

NUMBER	PLCMT CODE	LEVEL	NAME
303197	0	01	BRIAN PAUL DUDLEY
194020	0	05	BILLY J WITTEN JR
092093	0	10	MICHAEL FARGNOLI DIV OFFICE



INSURED: MAURINE P HAMILTON

POLICY NUMBER: UA7728312

PREMIUM: \$36,294.03 INITIAL PREM CHARGE _____

MODE: SINGLE SUBSEQUENT PREM PD _____

ISSUE DATE: JULY 26, 2000 REISSUE PREM CHARGE _____

PAID TO DATE: JULY 26, 2001 ADJ DEBIT / CREDIT _____

FIRST ACCTG DATE: JULY 31, 2000

RATE-UP %(BASE) 000% RATE-UP FLAT(BASE) \$.00 0 YRS

DELIVERY REQUIREMENTS

- THERE ARE NO OUTSTANDING REQUIREMENTS.

04680H0000

UNITED ACCOUNT VALUE AND CASH VALUE

(guaranteed rate of 4%, \$1000 one time premium)

DUR	ANNUAL PREMIUM	POLICY FEE	MINIMUM ACCUMULATION VALUE	SURRENDER CHARGE	MINIMUM SURRENDER VALUE
1	1,000.00	30.00	1,010	10.0%	919.00
2	0.00	30.00	1,020	10.0%	928.00
3	0.00	30.00	1,031	8.0%	957.00
4	0.00	30.00	1,042	6.0%	986.00
5	0.00	30.00	1,054	4.0%	1,016.00
6	0.00	30.00	1,066	2.0%	1,047.00
7	0.00	30.00	1,079	0.0%	1,079.00
8	0.00	30.00	1,092	0.0%	1,092.00
9	0.00	30.00	1,106	0.0%	1,106.00
10	0.00	30.00	1,120	0.0%	1,120.00
11	0.00	30.00	1,135	0.0%	1,135.00
12	0.00	30.00	1,150	0.0%	1,150.00
13	0.00	30.00	1,166	0.0%	1,166.00
14	0.00	30.00	1,183	0.0%	1,183.00
15	0.00	30.00	1,200	0.0%	1,200.00
16	0.00	30.00	1,218	0.0%	1,218.00
17	0.00	30.00	1,237	0.0%	1,237.00
18	0.00	30.00	1,256	0.0%	1,256.00
19	0.00	30.00	1,277	0.0%	1,277.00
20	0.00	30.00	1,298	0.0%	1,298.00
21	0.00	30.00	1,320	0.0%	1,320.00
22	0.00	30.00	1,342	0.0%	1,342.00
23	0.00	30.00	1,366	0.0%	1,366.00
24	0.00	30.00	1,391	0.0%	1,391.00
25	0.00	30.00	1,416	0.0%	1,416.00
26	0.00	30.00	1,443	0.0%	1,443.00
27	0.00	30.00	1,471	0.0%	1,471.00
28	0.00	30.00	1,500	0.0%	1,500.00
29	0.00	30.00	1,530	0.0%	1,530.00
30	0.00	30.00	1,561	0.0%	1,561.00
31	0.00	30.00	1,593	0.0%	1,593.00
32	0.00	30.00	1,627	0.0%	1,627.00
33	0.00	30.00	1,662	0.0%	1,662.00
34	0.00	30.00	1,699	0.0%	1,699.00
35	0.00	30.00	1,737	0.0%	1,737.00
36	0.00	30.00	1,776	0.0%	1,776.00
37	0.00	30.00	1,817	0.0%	1,817.00
38	0.00	30.00	1,860	0.0%	1,860.00
39	0.00	30.00	1,904	0.0%	1,904.00
40	0.00	30.00	1,950	0.0%	1,950.00
41	0.00	30.00	1,998	0.0%	1,998.00
42	0.00	30.00	2,048	0.0%	2,048.00
43	0.00	30.00	2,100	0.0%	2,100.00
44	0.00	30.00	2,154	0.0%	2,154.00
45	0.00	30.00	2,210	0.0%	2,210.00
46	0.00	30.00	2,269	0.0%	2,269.00
47	0.00	30.00	2,329	0.0%	2,329.00
48	0.00	30.00	2,393	0.0%	2,393.00
49	0.00	30.00	2,458	0.0%	2,458.00
50	0.00	30.00	2,527	0.0%	2,527.00
51	0.00	30.00	2,598	0.0%	2,598.00
52	0.00	30.00	2,672	0.0%	2,672.00
53	0.00	30.00	2,749	0.0%	2,749.00
54	0.00	30.00	2,828	0.0%	2,828.00
55	0.00	30.00	2,912	0.0%	2,912.00

UNITED ACCOUNT VALUE AND CASH VALUE

(guaranteed rate of 4%, \$1000 annual premium)

DUR	ANNUAL PREMIUM	POLICY FEE	MINIMUM ACCUMULATION VALUE	SURRENDER CHARGE	MINIMUM SURRENDER VALUE
1	1,000.00	30.00	1,010	10.0%	919.00
2	1,000.00	30.00	2,060	10.0%	1,875.00
3	1,000.00	30.00	3,153	8.0%	2,926.00
4	1,000.00	30.00	4,289	6.0%	4,057.00
5	1,000.00	30.00	5,470	4.0%	5,273.00
6	1,000.00	30.00	6,699	2.0%	6,578.00
7	1,000.00	30.00	7,977	0.0%	7,977.00
8	1,000.00	30.00	9,306	0.0%	9,306.00
9	1,000.00	30.00	10,689	0.0%	10,689.00
10	1,000.00	30.00	12,126	0.0%	12,126.00
11	1,000.00	30.00	13,621	0.0%	13,621.00
12	1,000.00	30.00	15,176	0.0%	15,176.00
13	1,000.00	30.00	16,793	0.0%	16,793.00
14	1,000.00	30.00	18,475	0.0%	18,475.00
15	1,000.00	0.00	20,254	0.0%	20,254.00
16	1,000.00	0.00	22,104	0.0%	22,104.00
17	1,000.00	0.00	24,028	0.0%	24,028.00
18	1,000.00	0.00	26,029	0.0%	26,029.00
19	1,000.00	0.00	28,110	0.0%	28,110.00
20	1,000.00	0.00	30,275	0.0%	30,275.00
21	1,000.00	0.00	32,526	0.0%	32,526.00
22	1,000.00	0.00	34,867	0.0%	34,867.00
23	1,000.00	0.00	37,302	0.0%	37,302.00
24	1,000.00	0.00	39,834	0.0%	39,834.00
25	1,000.00	0.00	42,467	0.0%	42,467.00
26	1,000.00	0.00	45,206	0.0%	45,206.00
27	1,000.00	0.00	48,054	0.0%	48,054.00
28	1,000.00	0.00	51,016	0.0%	51,016.00
29	1,000.00	0.00	54,097	0.0%	54,097.00
30	1,000.00	0.00	57,301	0.0%	57,301.00
31	1,000.00	0.00	60,633	0.0%	60,633.00
32	1,000.00	0.00	64,098	0.0%	64,098.00
33	1,000.00	0.00	67,702	0.0%	67,702.00
34	1,000.00	0.00	71,450	0.0%	71,450.00
35	1,000.00	0.00	75,348	0.0%	75,348.00
36	1,000.00	0.00	79,402	0.0%	79,402.00
37	1,000.00	0.00	83,618	0.0%	83,618.00
38	1,000.00	0.00	88,003	0.0%	88,003.00
39	1,000.00	0.00	92,563	0.0%	92,563.00
40	1,000.00	0.00	97,305	0.0%	97,305.00
41	1,000.00	0.00	102,237	0.0%	102,237.00
42	1,000.00	0.00	107,367	0.0%	107,367.00
43	1,000.00	0.00	112,701	0.0%	112,701.00
44	1,000.00	0.00	118,250	0.0%	118,250.00
45	1,000.00	0.00	124,020	0.0%	124,020.00
46	1,000.00	0.00	130,020	0.0%	130,020.00
47	1,000.00	0.00	136,261	0.0%	136,261.00
48	1,000.00	0.00	142,752	0.0%	142,752.00
49	1,000.00	0.00	149,502	0.0%	149,502.00
50	1,000.00	0.00	156,522	0.0%	156,522.00
51	1,000.00	0.00	163,823	0.0%	163,823.00
52	1,000.00	0.00	171,415	0.0%	171,415.00
53	1,000.00	0.00	179,312	0.0%	179,312.00
54	1,000.00	0.00	187,525	0.0%	187,525.00
55	1,000.00	0.00	196,066	0.0%	196,066.00

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UNITED ACCOUNT VALUE AND CASH VALUE

(projected rate of 6%, \$1000 one time premium)

DUR	ANNUAL PREMIUM	POLICY FEE	MINIMUM ACCUMULATION VALUE	SURRENDER CHARGE	MINIMUM SURRENDER VALUE
1	1,000.00	30.00	1,040	10.0%	946.00
2	0.00	30.00	1,072	10.0%	976.00
3	0.00	30.00	1,107	8.0%	1,027.00
4	0.00	30.00	1,143	6.0%	1,081.00
5	0.00	30.00	1,182	4.0%	1,139.00
6	0.00	30.00	1,223	2.0%	1,201.00
7	0.00	30.00	1,266	0.0%	1,266.00
8	0.00	30.00	1,312	0.0%	1,312.00
9	0.00	30.00	1,361	0.0%	1,361.00
10	0.00	30.00	1,412	0.0%	1,412.00
11	0.00	30.00	1,467	0.0%	1,467.00
12	0.00	30.00	1,525	0.0%	1,525.00
13	0.00	30.00	1,587	0.0%	1,587.00
14	0.00	30.00	1,652	0.0%	1,652.00
15	0.00	30.00	1,721	0.0%	1,721.00
16	0.00	30.00	1,794	0.0%	1,794.00
17	0.00	30.00	1,872	0.0%	1,872.00
18	0.00	30.00	1,954	0.0%	1,954.00
19	0.00	30.00	2,041	0.0%	2,041.00
20	0.00	30.00	2,134	0.0%	2,134.00
21	0.00	30.00	2,232	0.0%	2,232.00
22	0.00	30.00	2,336	0.0%	2,336.00
23	0.00	30.00	2,446	0.0%	2,446.00
24	0.00	30.00	2,563	0.0%	2,563.00
25	0.00	30.00	2,686	0.0%	2,686.00
26	0.00	30.00	2,818	0.0%	2,818.00
27	0.00	30.00	2,957	0.0%	2,957.00
28	0.00	30.00	3,104	0.0%	3,104.00
29	0.00	30.00	3,260	0.0%	3,260.00
30	0.00	30.00	3,426	0.0%	3,426.00
31	0.00	30.00	3,601	0.0%	3,601.00
32	0.00	30.00	3,788	0.0%	3,788.00
33	0.00	30.00	3,985	0.0%	3,985.00
34	0.00	30.00	4,194	0.0%	4,194.00
35	0.00	30.00	4,416	0.0%	4,416.00
36	0.00	30.00	4,650	0.0%	4,650.00
37	0.00	30.00	4,900	0.0%	4,900.00
38	0.00	30.00	5,163	0.0%	5,163.00
39	0.00	30.00	5,443	0.0%	5,443.00
40	0.00	30.00	5,740	0.0%	5,740.00
41	0.00	30.00	6,054	0.0%	6,054.00
42	0.00	30.00	6,388	0.0%	6,388.00
43	0.00	30.00	6,741	0.0%	6,741.00
44	0.00	30.00	7,115	0.0%	7,115.00
45	0.00	30.00	7,512	0.0%	7,512.00
46	0.00	30.00	7,933	0.0%	7,933.00
47	0.00	30.00	8,379	0.0%	8,379.00
48	0.00	30.00	8,852	0.0%	8,852.00
49	0.00	30.00	9,353	0.0%	9,353.00
50	0.00	30.00	9,884	0.0%	9,884.00
51	0.00	30.00	10,447	0.0%	10,447.00
52	0.00	30.00	11,044	0.0%	11,044.00
53	0.00	30.00	11,676	0.0%	11,676.00
54	0.00	30.00	12,347	0.0%	12,347.00
55	0.00	30.00	13,058	0.0%	13,058.00

These values are based on an assumed interest rate and are not guaranteed.

UNITED ACCOUNT VALUE AND CASH VALUE

(projected rate of 6%, \$1000 annual premium)

DUR	ANNUAL PREMIUM	POLICY FEE	MINIMUM ACCUMULATION VALUE	SURRENDER CHARGE	MINIMUM SURRENDER VALUE
1	1,000.00	30.00	1,040	10.0%	946.00
2	1,000.00	30.00	2,142	10.0%	1,949.00
3	1,000.00	30.00	3,311	8.0%	3,073.00
4	1,000.00	30.00	4,550	6.0%	4,304.00
5	1,000.00	30.00	5,863	4.0%	5,652.00
6	1,000.00	30.00	7,254	2.0%	7,123.00
7	1,000.00	30.00	8,730	0.0%	8,730.00
8	1,000.00	30.00	10,293	0.0%	10,293.00
9	1,000.00	30.00	11,951	0.0%	11,951.00
10	1,000.00	30.00	13,708	0.0%	13,708.00
11	1,000.00	30.00	15,571	0.0%	15,571.00
12	1,000.00	30.00	17,545	0.0%	17,545.00
13	1,000.00	30.00	19,637	0.0%	19,637.00
14	1,000.00	0.00	21,886	0.0%	21,886.00
15	1,000.00	0.00	24,269	0.0%	24,269.00
16	1,000.00	0.00	26,795	0.0%	26,795.00
17	1,000.00	0.00	29,473	0.0%	29,473.00
18	1,000.00	0.00	32,311	0.0%	32,311.00
19	1,000.00	0.00	35,320	0.0%	35,320.00
20	1,000.00	0.00	38,509	0.0%	38,509.00
21	1,000.00	0.00	41,889	0.0%	41,889.00
22	1,000.00	0.00	45,473	0.0%	45,473.00
23	1,000.00	0.00	49,271	0.0%	49,271.00
24	1,000.00	0.00	53,297	0.0%	53,297.00
25	1,000.00	0.00	57,565	0.0%	57,565.00
26	1,000.00	0.00	62,089	0.0%	62,089.00
27	1,000.00	0.00	66,884	0.0%	66,884.00
28	1,000.00	0.00	71,968	0.0%	71,968.00
29	1,000.00	0.00	77,356	0.0%	77,356.00
30	1,000.00	0.00	83,067	0.0%	83,067.00
31	1,000.00	0.00	89,121	0.0%	89,121.00
32	1,000.00	0.00	95,538	0.0%	95,538.00
33	1,000.00	0.00	102,340	0.0%	102,340.00
34	1,000.00	0.00	109,551	0.0%	109,551.00
35	1,000.00	0.00	117,194	0.0%	117,194.00
36	1,000.00	0.00	125,296	0.0%	125,296.00
37	1,000.00	0.00	133,883	0.0%	133,883.00
38	1,000.00	0.00	142,986	0.0%	142,986.00
39	1,000.00	0.00	152,635	0.0%	152,635.00
40	1,000.00	0.00	162,864	0.0%	162,864.00
41	1,000.00	0.00	173,705	0.0%	173,705.00
42	1,000.00	0.00	185,198	0.0%	185,198.00
43	1,000.00	0.00	197,380	0.0%	197,380.00
44	1,000.00	0.00	210,292	0.0%	210,292.00
45	1,000.00	0.00	223,980	0.0%	223,980.00
46	1,000.00	0.00	238,489	0.0%	238,489.00
47	1,000.00	0.00	253,868	0.0%	253,868.00
48	1,000.00	0.00	270,170	0.0%	270,170.00
49	1,000.00	0.00	287,450	0.0%	287,450.00
50	1,000.00	0.00	305,767	0.0%	305,767.00
51	1,000.00	0.00	325,183	0.0%	325,183.00
52	1,000.00	0.00	345,764	0.0%	345,764.00
53	1,000.00	0.00	367,580	0.0%	367,580.00
54	1,000.00	0.00	390,705	0.0%	390,705.00
55	1,000.00	0.00	415,217	0.0%	415,217.00

These values are based on an assumed interest rate and are not guaranteed.

06740H1000

A COMMITMENT TO SERVICE

*At the United of Omaha Life
Insurance Company, we are
committed to providing prompt,
efficient service to all of our
policyowners — a practice we
have always held true to and will
in the years ahead.*

*If you have a question about your
plan, please contact your
representative.*



United of Omaha

A Mutual of Omaha Company

United of Omaha Life Insurance Company

a stock company

Annuity Policy

United of Omaha Life Insurance Company will pay you the annuity payments of this policy beginning on the annuity starting date. If you die before the annuity starting date and while this policy is in force, we will pay the death benefit according to the policy provisions.

**THIS POLICY IS A LEGAL CONTRACT BETWEEN THE OWNER AND UNITED OF OMAHA
LIFE INSURANCE COMPANY.**

READ YOUR POLICY CAREFULLY.

It includes the provisions on the following pages.

If you are not satisfied with your policy, return it to us or our agent within 10 days after you receive it. We will refund your purchase payment and cancel the policy as of its date of issue.

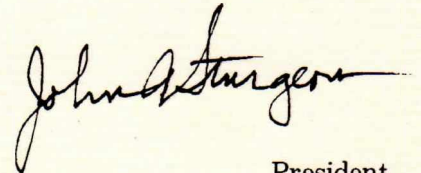
This is a **Flexible Payment Deferred Annuity**. No dividends are payable.

Upon written request we will, within a reasonable time, send you additional factual information about the benefits and provisions of your policy.

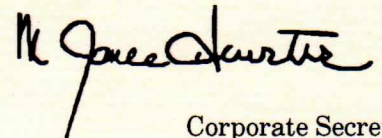
For customer service, please call 1-800-775-7894.



Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175
Form 5671L-0295



President



Corporate Secretary

12770H3000

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IMPORTANT NOTICE

To obtain information or make a complaint:

You may call United of Omaha's toll-free telephone number for information or to make a complaint

1-800-775-6000

You may also write to United of Omaha Insurance Company at:

UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175
CSO AGENCY SERVICE

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149091
Austin, TX 78714-9091
FAX: 512-475-1771

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact United of Omaha Insurance Company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de la United of Omaha para información o para someter una queja al

1-800-775-6000

Usted también puede escribir a:

UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175
CSO AGENCY SERVICE

Puede comunicarse con el departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149091
Austin, TX 78714-9091
FAX: 512-475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con la United of Omaha Life Insurance Company primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

POLICY DATA

POLICY NUMBER: UA7728312
POLICY OWNER: SEE APPLICATION OR ENDORSEMENT
ANNUITANT: MAURINE P HAMILTON
ANNUITANT'S AGE AT ISSUE AND SEX: 78 FEMALE
ANNUITY TYPE: INDIVIDUAL RETIREMENT ANNUITY
DATE OF ISSUE: JULY 26, 2000
ANNUITY STARTING DATE: JULY 26, 2017
PLANNED PURCHASE PAYMENT: \$36,294.03
ADDITIONAL PAYMENT: \$.00
BENEFICIARY: SEE APPLICATION OR ENDORSEMENT

INTEREST RATE

GUARANTEED MINIMUM INTEREST RATE: 4.00%

POLICY CHARGES

POLICY FEE: \$30.00 EACH POLICY YEAR

WITHDRAWAL CHARGES:

POLICY YEAR	PERCENTAGE OF AMOUNT WITHDRAWN
1	10%
2	10
3	8
4	6
5	4
6	2
7 AND LATER	0

5671L-0295
2399L-0995
(4%-12%)

DEFINITIONS

Age means age last birthday.

Annuity starting date means the date on which the annuity payments are to begin. The annuity starting date may be changed at any time, but the date must be at least six years from the date of issue and prior to the policy anniversary date following the annuitant's 95th birthday. If you do not select a date, the automatic starting date will be the policy anniversary date following the annuitant's 95th birthday.

Death benefit means the greater of:

- (a) net purchase payments minus withdrawals and any withdrawal charges; or
- (b) the accumulation value as of the date of death.

Executive officer means the president, vice president, assistant vice president, the secretary or assistant secretary of United of Omaha Life Insurance Company.

Interest means interest compounded daily.

Net purchase payment means a purchase payment minus any applicable premium tax or similar taxes.

Our, us and we refer to United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175.

Payee means the person who receives the annuity payments under this policy.

Proceeds means the death benefit or the surrender value.

You and your refer to the owner(s).

GENERAL PROVISIONS

The Contract

The entire contract is this policy, any riders and amendments, and the signed application, a copy of which is attached. All statements made in the application will be deemed representations and not warranties. We will not use any statement to contest this policy or deny a claim unless it is in the application.

Any change of this policy requires the written consent of an executive officer.

Incontestability

We will not contest the validity of this policy after it has been in force during your lifetime for two years from the date of issue.

Misstatement of Age or Sex

If you have misstated the age or sex of the annuitant, we will change the annuity starting date and periodic payment amount based on the correct age and sex.

If a misstatement of age or sex results in payments that are too large, we will deduct the overpayments from future payments. If we have made payments that are too small, we will add the underpayments to the next payment. The adjustments will include 6% interest.

Nonparticipating

No dividends will be paid. Neither you nor the beneficiary of this policy will have the right to share in our surplus earnings or profits.

Policy Dates

Policy years and policy anniversaries are measured from the date of issue shown on page 3.

Taxes

Premium taxes or similar taxes, if any, levied by any unit of government will be deducted as required by state law or when annuity payments begin.

OWNER, ANNUITANT AND BENEFICIARY

Owner and Joint Owner

The owner is:

- (a) the annuitant; or
- (b) the person named on the application as owner; or
- (c) the persons named on the application as joint owners. Any reference to owner in the policy includes both owners if joint owners are named.

While you are alive, only you may exercise the rights under this policy. If this policy is not issued as an Individual Retirement Annuity, you may name a new owner as described in the **Assignment** provision. If there are joint owners, the signatures of both owners are needed to exercise rights under the policy.

Assignment

You may change the owner or pledge this policy as collateral by assigning it. The assignment must be in writing. No assignment will be binding on us until we record and acknowledge it. The right of any payee will be subject to a collateral assignment.

If the named beneficiary of this policy is irrevocable, a change of ownership or a collateral assignment may be made only by joint written request from you and the irrevocable named beneficiary.

On the annuity starting date you may select a payee other than yourself, but you retain all rights of ownership unless you sign an absolute assignment.

Annuitant

The annuitant is the person upon whose life the annuity payments are based. If you are not the annuitant, the annuitant does not have any rights under this policy.

Death of Owner, Joint Owner

If any owner dies before the annuity starting date, the policy will end and we will pay the death benefit to the beneficiary. The death benefit must generally be paid within five years after the date of death. The five-year rule does not apply to any part of the proceeds which:

- (a) is payable to or for the benefit of an individual named beneficiary or surviving spouse; and
- (b) will be paid over the lifetime or the life expectancy of that named beneficiary or surviving spouse

as long as payments begin not later than one year after the date of that owner's death.

If any owner dies on or after the annuity starting date and before all of the proceeds have been paid, we will pay out any remaining proceeds at least as rapidly as under the payout option in effect at the time of that owner's death.

If the owner of this policy is a corporation or other nonindividual, the primary annuitant will be treated as the owner of this policy. The "primary annuitant" is that individual, the events in the life of whom affect the timing or the amount of the payout under this policy. A change in the primary annuitant will be treated as the death of the owner.

Death of Annuitant

If the annuitant is the owner or joint owner, the death of the annuitant will be treated as the death of the owner.

If the annuitant is not an owner and the annuitant dies before the annuity starting date, you may name a new annuitant. If you do not name a new annuitant, you will become the annuitant.

Beneficiary

The beneficiary is:

- (a) the person(s) or legal entity you name in the application to receive the death benefit and referred to in the policy as the "named beneficiary"; or
- (b) if there are joint owners, the surviving joint owner, regardless of whether a beneficiary was named on the application. If both joint owners die simultaneously, we will pay the death benefit to the named beneficiary.

If the beneficiary is the surviving spouse, the spouse may either receive the death benefit and the policy will end, or the spouse may continue the policy in force as the owner.

If no beneficiary survives you, we will pay the death benefit to your estate.

Beneficiary Change

You may change the named beneficiary by sending us a written request, unless the beneficiary is irrevocable. When recorded and acknowledged by us, the change will be effective as of the date you signed the request. The change will not apply to any payments made or other action taken by us before recording.

If the named beneficiary is irrevocable, you may change the named beneficiary only by joint written request from you and the irrevocable named beneficiary.

PURCHASE PAYMENTS

Consideration

The consideration for this policy is the application and the first purchase payment.

Purchase Payments

You may make purchase payments at our home office or to an authorized agent. Payments may vary in amount and frequency at your option. We will send you a receipt signed by an executive officer if you request one.

VALUES AND CHARGES

Accumulation Value

The accumulation value is the accumulation at interest of net purchase payments reduced by:

- (a) the annual policy fee;
- (b) any partial withdrawals; and
- (c) any withdrawal charges.

We will credit interest on each purchase payment from the date received until the annuity starting date or the date of withdrawal. The credited interest rate may vary depending upon when we receive the payment. The current rate for new purchase payments is guaranteed for one year from the date received.

The guaranteed minimum interest rate credited to the accumulation value before the annuity starting date is shown on the data page. Using a procedure approved by our Board of Directors, we may credit interest in excess of the guaranteed minimum rate. The excess interest, if any, credited to this policy will not change more often than once each year.

Policy Fee

The annual policy fee is shown on the data page. We will deduct this fee from the accumulation value at the end of each policy year. If you surrender your policy between policy anniversaries, we will deduct a pro-rata portion of the policy fee.

Partial Withdrawals or Cash Surrender

You may withdraw part of the accumulation value or surrender this policy for cash prior to the annuity starting date. Partial withdrawals will be paid from purchase payments and credited interest in reverse order of payment and credit. We will limit a partial withdrawal to an amount such that the remaining surrender value will not be less than \$1,000.

Partial withdrawals and cash surrenders may be subject to a withdrawal charge. The charge is a percentage of the amount withdrawn in any policy year that exceeds 10% of the accumulation value. The percentages vary by year and are shown on the data page.

We will deduct the requested withdrawal and any withdrawal charge from the accumulation value on the date we process your withdrawal request.

The withdrawal charge will not apply to the following:

- (a) payment of the death benefit;
- (b) amounts withdrawn before the annuity starting date that are used to purchase a lifetime income payout option; or
- (c) amounts you paid in excess of the allowable tax deduction that we refund to you.

If you request a cash surrender, you must return the policy to us to receive the surrender value. The surrender value is the accumulation value minus:

- (a) any applicable withdrawal charge; and
- (b) any pro-rata portion of the policy fee.

We may defer any partial withdrawals or a cash surrender for six months.

Annual Report

Once a year we will send you a report showing the current value of your policy. There will be no charge for this report.

Computations

We have filed a detailed statement of the method used to compute the policy values and benefits with the state in which this policy is delivered. The accumulation value, cash surrender value, death benefit and paid-up annuity benefit are not less than those required by the state in which this policy is delivered.

PAYMENT OF POLICY PROCEEDS

General Conditions

You may choose any of the options for payment shown in the **Payout Options** provision. If you do not choose an option, Option 4 with a guaranteed period of 10 years will be the automatic option.

A beneficiary may also have the death benefit applied to a payout option. If the beneficiary does not choose an option within 60 days of the date we receive due proof of death, we will make payment in a lump sum.

If the option chosen provides for monthly income payments, the payments will begin on the annuity starting date. We will pay the proceeds in one sum if the proceeds are less than \$1,750, or when the payout option chosen would result in periodic payments of less than \$20. Payees must be individuals who receive payments in their own behalf unless we agree to another arrangement. Any option chosen will be effective when we acknowledge it.

We may require proof of your age or survival, or the age or survival of the annuitant.

The guaranteed rate of interest used in these options is 3%. Using a procedure approved by our Board of Directors, we may pay or credit additional interest annually.

Payout Options

1. Proceeds Held on Deposit at Interest

While the proceeds are held by us, we will annually pay interest to the payee or add interest to the proceeds.

2. Income of a Specified Amount

We will pay the proceeds in installments of a specified amount until the proceeds with interest have been fully paid.

3. Income for a Specified Period

We will pay the proceeds in installments for the number of years you choose. The monthly incomes for each \$1,000 of proceeds are shown in the following table. These amounts include interest. We will provide the income amounts for payments other than monthly upon request.

Years Chosen	Monthly Income	Years Chosen	Monthly Income	Years Chosen	Monthly Income
1	\$84.47	8	\$11.68	15	\$6.87
2	42.86	9	10.53	16	6.53
3	28.99	10	9.61	17	6.23
4	22.06	11	8.86	18	5.96
5	17.91	12	8.24	19	5.73
6	15.14	13	7.71	20	5.51
7	13.16	14	7.26		

4. Lifetime Income

We will pay the proceeds as a monthly income for as long as the annuitant lives. The following guarantees are available:

- (a) **Guaranteed Period** - We will pay the monthly income for a minimum of 10 years and as long thereafter as the annuitant lives; or
- (b) **Guaranteed Amount** - We will pay the monthly income until the sum of all payments equals the proceeds placed under this option and as long thereafter as the annuitant lives.

We will compute the income amount using one of the following bases:

- (a) the Lifetime Monthly Income Table shown on page 12; or
- (b) if more favorable to the payee, our then current lifetime monthly rates for payment of proceeds.

The Lifetime Monthly Income Table is based on the 1983 Table "a" mortality table and interest at 3%. This table has been adjusted to age last birthday.

5. Lump Sum

We will pay the proceeds in one sum.

6. Alternative Schedule

Upon request and if available, we will provide payments for other options, including joint and survivor periods.

You may obtain additional information about any of the options by contacting us.

TABLE OF VALUES

THESE VALUES ARE BASED ON THE PLANNED PURCHASE PAYMENT AND PAYMENT MODE SHOWN ON PAGE 3 AND THE GUARANTEED INTEREST RATE. VALUES ASSUME THAT NO WITHDRAWALS ARE MADE BEFORE THE ANNUITY STARTING DATE.

END OF POLICY YEAR				SURRENDER VALUE			
AGE	MALE	FEMALE	AMOUNT	AGE	MALE	FEMALE	AMOUNT
1			37,745.79				34,348.67
2			39,255.62				35,722.62
3			40,825.85				37,886.39
4			42,458.88				40,166.10
5			44,157.24				42,567.58
6			45,923.53				45,096.90
7			47,760.47				47,760.47
8			49,670.89				49,670.89
9			51,657.72				51,657.72
10			53,724.03				53,724.03
11			55,872.99				55,872.99
12			58,107.91				58,107.91
13			60,432.23				60,432.23
14			62,849.52				62,849.52
15			65,363.50				65,363.50
16			67,978.04				67,978.04
17			70,697.16				70,697.16
18			73,525.05				73,525.05
19			76,466.05				76,466.05
20			79,524.69				79,524.69
AGE 95			70,697.16				70,697.16

Lifetime Monthly Income Table for Option 4

Monthly Income for Each \$1,000 of Proceeds

Age Last Birthday of Payee	Guaranteed Period		Guaranteed Amount		Age Last Birthday of Payee	Guaranteed Period		Guaranteed Amount		Age Last Birthday of Payee	Guaranteed Period		Guaranteed Amount	
	Male	Female	Male	Female		Male	Female	Male	Female		Male	Female	Male	Female
7 and under	\$2.84	\$2.77	\$2.83	\$2.76										
8	2.85	2.78	2.84	2.77	34	\$3.40	\$3.23	\$3.36	\$3.20	60	\$5.14	\$4.66	\$4.86	\$4.48
9	2.86	2.79	2.85	2.78	35	3.44	3.26	3.39	3.23	61	5.27	4.76	4.96	4.56
10	2.87	2.80	2.86	2.79	36	3.48	3.29	3.42	3.26	62	5.39	4.87	5.07	4.66
11	2.89	2.81	2.88	2.80	37	3.52	3.32	3.46	3.29	63	5.53	4.98	5.19	4.75
12	2.90	2.82	2.89	2.82	38	3.56	3.35	3.49	3.32	64	5.66	5.10	5.30	4.86
13	2.91	2.83	2.90	2.83	39	3.60	3.38	3.53	3.35	65	5.81	5.22	5.43	4.96
14	2.93	2.85	2.92	2.84	40	3.65	3.42	3.57	3.38	66	5.96	5.36	5.56	5.08
15	2.95	2.86	2.93	2.85	41	3.69	3.46	3.61	3.42	67	6.12	5.50	5.70	5.20
16	2.96	2.87	2.95	2.86	42	3.74	3.50	3.66	3.45	68	6.28	5.65	5.85	5.33
17	2.98	2.89	2.96	2.88	43	3.79	3.54	3.70	3.49	69	6.44	5.80	6.00	5.47
18	3.00	2.90	2.98	2.89	44	3.85	3.58	3.75	3.53	70	6.61	5.97	6.16	5.61
19	3.01	2.92	3.00	2.91	45	3.90	3.63	3.80	3.57	71	6.79	6.14	6.33	5.76
20	3.03	2.93	3.02	2.92	46	3.96	3.67	3.85	3.61	72	6.96	6.32	6.51	5.93
21	3.05	2.95	3.04	2.94	47	4.02	3.72	3.90	3.66	73	7.14	6.50	6.69	6.10
22	3.07	2.96	3.06	2.95	48	4.09	3.78	3.96	3.70	74	7.32	6.69	6.90	6.28
23	3.09	2.98	3.08	2.97	49	4.15	3.83	4.01	3.75	75	7.50	6.89	7.10	6.47
24	3.12	3.00	3.10	2.99	50	4.22	3.89	4.07	3.80	76	7.67	7.09	7.32	6.68
25	3.14	3.02	3.12	3.01	51	4.30	3.95	4.14	3.86	77	7.84	7.29	7.54	6.90
26	3.16	3.04	3.14	3.02	52	4.37	4.01	4.20	3.91	78	8.01	7.49	7.78	7.12
27	3.19	3.06	3.16	3.04	53	4.45	4.08	4.27	3.97	79	8.18	7.69	8.03	7.37
28	3.22	3.08	3.19	3.06	54	4.54	4.15	4.34	4.03	80	8.33	7.89	8.30	7.64
29	3.24	3.10	3.21	3.09	55	4.62	4.22	4.42	4.10	81	8.48	8.08	8.58	7.90
30	3.27	3.12	3.24	3.11	56	4.72	4.30	4.50	4.17	82	8.61	8.26	8.88	8.20
31	3.30	3.15	3.27	3.13	57	4.82	4.38	4.58	4.24	83	8.74	8.43	9.19	8.50
32	3.33	3.17	3.30	3.15	58	4.92	4.47	4.67	4.31	84	8.86	8.59	9.53	8.81
33	3.37	3.20	3.33	3.18	59	5.03	4.56	4.77	4.39	85	8.97	8.74	9.83	9.18
										and over				

INDIVIDUAL RETIREMENT ANNUITY DISCLOSURE STATEMENT

This Disclosure Statement is provided to inform you about certain Internal Revenue Code ("IRC") rules governing your individual retirement annuity. It is not intended to constitute tax advice, and you should consult a competent tax adviser about your own circumstances.

RIGHT TO REVOKE YOUR IRA

If your IRA policy with us is new, you may revoke this IRA policy within 10 days after you first receive it by delivering or mailing it to the Agent through whom it was purchased, or to the address shown on the "Policy Disclosure" page of this Disclosure Statement. Your full premium and any policy fee will then be refunded to you and the policy will be deemed void from its beginning.

REQUIREMENTS OF AN IRA

1. **Form of Contribution.** Unless this is a rollover IRA, your premium must be in cash.
2. **Amount of Contribution.** Except for a rollover IRA or a transfer from another plan or a Simplified Employee Pension (SEP) contribution, the total contribution you make to this IRA for a year is limited to the lesser of (a) \$2,000 or (b) 100% of your eligible compensation. If you are married and file a joint income tax return, you may open a separate spousal IRA for the spouse with the lower compensation and may contribute to that IRA up to the lesser of \$2,000 or 100% of the sum of your and your spouse's eligible compensation less any deductible IRA contribution by the higher-earning spouse. When a spousal IRA is established, We issue separate policies to each spouse, and each policy is subject to the ownership and control of the person to whom it was issued.
3. **Nature of Interest.** Your interest in this IRA is nontransferable and nonforfeitable.
4. **Refund of premiums.** Any refund of premiums will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.
5. **Distribution.** You must take minimum distributions from your IRA at certain times. The principal IRA distribution rules are:
 - A. **During Your Life.**
 - (1) **Before Age 59 1/2.** If you take a distribution from your IRA before age 59 1/2, any amount that is subject to income tax will also generally be subject to a 10% premature distribution penalty tax. The 10% penalty tax will not apply if the distribution is made: (1) on account of your death or disability; (2) as part of a scheduled series of payment calculated by reference to your life expectancy or the joint life expectancies of you and your beneficiary(-ies); (3) to pay medical expenses which exceed 7.5% of your adjusted gross income; or (4) to pay for health insurance by an individual who has separated from employment and who has received unemployment compensation under a federal or state program for at least 12 weeks. In addition, beginning in tax year 1998, no penalty will apply to a premature distribution made to pay for (1) first-time homebuyer expenses of you or certain family members or (2) higher education expenses of you or certain family members. First-time homebuyer expenses must be paid within 120 days of the distribution from the IRA and include up to \$10,000 of the costs of acquiring, constructing, or reconstructing a principal residence, including settlement, financing, and closing costs. Higher education expenses include tuition, fees, books, supplies, and equipment required for enrollment, attendance, and room and board at a post-secondary educational institution.
 - (2) **From Age 59 1/2.** Between the ages of 59 1/2 and 70 1/2, you may elect to receive as little or as much of the balance of your IRA as you desire. On April 1 of the year following the year in which you reach age 70 1/2 and by the end of each year thereafter (including the year following the year you attain age 70 1/2), you must take a "minimum distribution" from your IRA. The term "minimum distribution" means, for any taxable year, the amount obtained by dividing the balance in your IRA at the end of the prior year (less any required distribution taken between January 1

and April 1 of the year following the year you attain age 70 1/2) by the joint life expectancy of you and any individual you have designated as a beneficiary.

B. After Your Death.

- (1) If you die on or after April 1 of the year following the year you reach age 70 1/2 or if distributions have begun in the form of an irrevocable annuity, distributions must be made to your beneficiary(-ies) at least as rapidly as they were to have been made to you.
- (2) If you die before April 1 of the year following the year you reach age 70 1/2, the entire amount in your IRA will, at the election of your beneficiary(-ies), be distributed in either of the following ways:
 - (a) by December 31 of the year marking the fifth anniversary of your death; or
 - (b) in equal (or substantially equal) payments over the life or life expectancy of your designated beneficiary(-ies).

Your beneficiary(-ies) must elect option (a) or (b) not later than December 31 of the year following the year of your death. If no election is made, distribution will be made under option (a) if your beneficiary(-ies) is anyone other than your surviving spouse; distribution will be made under option (b) if your beneficiary is your surviving spouse. Distribution under option (b) must commence by December 31 of the year following the year of your death. If your spouse is the beneficiary, distribution need not begin until December 31 of the year you would have attained age 70 1/2.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA.

1. **Deductibility.** If you (and your spouse, if married) are not already participating in an employer maintained retirement plan, the maximum deduction you may take for a contribution to your IRA is the lesser of (a) \$2,000 or (b) 100% of your compensation includable as earned income for the tax year for you (and your spouse, if married). "Earned income" includes wages from employment, fees and net earnings from self-employment and also taxable alimony; it does not include deferred compensation, disability income payment, investment income, rents or royalties.

If you (or your spouse, if married) do participate in an employer maintained retirement plan, you may contribute to your IRA, but the deductibility of such contributions may be reduced or eliminated altogether. In 1997, the deduction phases out for single taxpayers with Adjusted Gross Income ("AGI") between \$25,000 and \$35,000, and for married taxpayers filing jointly with AGI between \$40,000 and \$50,000. The phase-out is between \$0 and \$10,000 AGI for married taxpayers filing separately. The chart below shows the phase-out ranges after 1997.

Married Filing Jointly

Taxable year	Phase-out range
1998.....	\$50,000-\$60,000
1999.....	\$51,000-\$61,000
2000.....	\$52,000-\$62,000
2001.....	\$53,000-\$63,000
2002.....	\$54,000-\$64,000
2003.....	\$60,000-\$70,000
2004.....	\$65,000-\$75,000
2005.....	\$70,000-\$80,000
2006.....	\$75,000-\$85,000
2007 and thereafter.....	\$80,000-\$100,000

Single

Taxable year	Phase-out range
1998.....	\$30,000-\$40,000
1999.....	\$31,000-\$41,000
2000.....	\$32,000-\$42,000
2001.....	\$33,000-\$43,000
2002.....	\$34,000-\$44,000
2003.....	\$40,000-\$50,000
2004.....	\$45,000-\$55,000
2005 and thereafter.....	\$50,000-\$60,000

For tax years beginning after 1997, if your spouse is an eligible participant in an employer-maintained retirement plan, but you are not, your deduction begins to phase out when your AGI is \$150,000 (married filing jointly), and no deduction is permitted when your AGI reaches \$160,000 (married filing jointly). If you are married filing separately, your deduction continues to phase out between \$0 and \$10,000.

You can generally determine the precise amount of the deduction available to you by subtracting your AGI from the highest amount in your phase-out range and multiplying the result by .2. If you are married and open a spousal IRA, multiply the result by .4. All deduction amounts are rounded up to the next higher \$10, so that if a taxpayer calculates a deduction to be \$923, the proper deduction is \$930. Any deduction amount limit between \$0 and \$200 will be deemed to be \$200.

2. **Timing of Contributions.** You can make a contribution to your IRA (or to a spousal IRA) at any time during the year or by the date (usually April 15) that your tax return for the prior year must be filed. Except for an IRA SEP, an extension of the filing deadline for your tax return does not extend the time during which your IRA contribution may be made. We will apply contributions made between January 1 and April 15 to the current year unless you tell us in writing these contributions are for the previous tax year. No contributions are permitted in the year in which you attain age 70 1/2 or thereafter.
3. **Taxability of Earnings.** The investment earnings on your IRA are not subject to federal income taxation until distribution, or, in certain cases, when it is deemed that a distribution has been made.
4. **Nondeductible Contributions to an IRA.** You may make a contribution to your IRA even if you cannot deduct the entire contribution or can only deduct part of that contribution. The principal benefit of making a nondeductible contribution is that you will not pay taxes on the earnings attributable to the contribution until distribution from the IRA.
5. **Reporting Nondeductible Contributions.** When you file your tax return, you must designate any contribution as being either deductible or nondeductible. If you make a nondeductible contribution to your IRA, you must use IRS Form 8606 (Nondeductible IRA Contributions, IRA Basis and Nontaxable IRA Distributions). IRS Form 8606 is filed with your tax return. If you did not properly report a nondeductible contribution, the IRS will treat the entire distribution as being attributable to deductible contributions. Withdrawals from your IRA will then be taxed unless you can provide satisfactory evidence that a nondeductible contribution had been made.
6. **Penalties.** If you make a nondeductible contribution, fail to file IRS Form 8606, and cannot establish reasonable cause for the filing failure, you will be subject to a \$50 penalty. If you overstate the amount of a nondeductible contribution and cannot establish reasonable cause for having overstated the amount of a nondeductible contribution, you will be subject to a \$100 penalty.
7. **Taxation of Distributions.** You can withdraw all or any portion of your IRA at any time. Normally, any distribution to you or your beneficiary(-ies) from your IRA is includable in the gross income of the recipient for the tax year in which the distribution is received. The principal exception to this rule occurs when you have made both deductible and nondeductible contributions to your IRA. That portion of the distribution related to deductible contributions is taxed as ordinary income, and the remaining portion of the distribution related to nondeductible contributions is treated as a tax-free return of the nondeductible

contributions. Distributions before age 59 1/2 may be subject to an additional penalty tax (see above). You or your surviving spouse beneficiary may be able to use the IRA rollover procedure to delay the time when income tax is payable. Capital gains treatment and favorable five or ten year forward averaging tax treatment are not available for IRA distributions.

8. **Federal Income Tax Withholding.** Unless you elect not to have withholding apply, any distribution from your IRA will be subject to withholding. Generally, 10% of the amount of distribution will be withheld. At the time of distribution, you will be notified that you may elect whether to have withholding from a distribution or not.
9. **Rollover Contributions.** Your IRA may receive rollover contributions. The term "rollover" means a tax-free movement of cash to your IRA from another of your IRAs or from your employer's Qualified Retirement Plan ("QRP") or Tax Sheltered Annuity ("TSA"). The following rules govern rollovers.
 - A. **From IRA to IRA.**
 - (1) You must make the rollover contribution by the 60th day after the day you receive the distribution.
 - (2) A rollover contribution is not deductible.
 - (3) Only one distribution from any single IRA may be rolled over into another IRA in a one year period beginning on the date you receive the distribution.
 - (4) You may not roll over any amount required by IRA rules to be distributed to you.
 - B. **From a QRP or TSA to an IRA.**
 - (1) A rollover of an "eligible rollover distribution" may be effected on a "direct" or "indirect" basis. Generally, an "eligible rollover distribution" is any distribution to a qualified participant from a qualified plan; this term does not include a distribution which is (a) part of a series of substantially equal periodic payments, (b) not includable in your taxable income, or (c) a required minimum distribution. An indirect rollover will result in mandatory 20% withholding, while a direct rollover can be effected without the imposition of the withholding requirement.
 - (2) To effect a "direct rollover," the eligible rollover distribution must be paid directly to an "eligible retirement plan" for your benefit. An "eligible retirement plan" is an IRA (or a QRP or TSA) that accepts rollover contributions. Generally a direct rollover may be accomplished by any reasonable means of direct payment to Us, including a wire transfer or a check made payable to "(the Company shown on page 6 of this Disclosure Statement), as custodian of Individual Retirement Annuity of (your name)."
 - (3) If you elect to receive an eligible rollover distribution before such funds are deposited with an eligible retirement plan, you will effect an "indirect rollover." To complete an indirect rollover, you must deliver the proceeds of such distribution to Us within 60 days after you receive the money. The plan administrator is required to withhold 20% of the distribution as a prepayment of your federal income taxes. In making an indirect rollover, you may make up the withheld amount, and roll over up to the full amount of the distribution. When making a distribution from a QRP to TSA, you plan administrator should provide you with a copy of the Special Tax Notice Regarding Plan Payments; carefully review this Notice.
 - (4) The tax consequences of transactions involving your interest in a QRP or TSA are complicated. We recommend you seek the advice of an accountant or a tax attorney.
 - C. **Irrevocable Contribution.** When you make a rollover contribution to an IRA, you must note, in writing, that the contribution is a rollover. This decision is irrevocable.

OTHER RULES GOVERNING IRAs.

1. **Federal Tax Reporting.** An IRA participant is required to enter deductible contributions and any distributions on IRS Form 1040. In addition, a participant must complete Form 8606 and file it with the participant's tax return if the participant makes any nondeductible IRA contributions for that tax year. If penalty or excise taxes are due, Form 5329 must be completed and filed with the participant's tax return.
2. **Prohibited Transactions.** IRC rules operate to prohibit you from engaging in certain transactions involving your IRA. For example, you may not borrow the income or principal from your IRA. IF THE IRS DETERMINES THAT YOU HAVE ENGAGED IN ANY PROHIBITED TRANSACTION, YOUR IRA WILL LOSE ITS EXEMPTION FROM TAXATION. If your IRA loses its tax exemption, you must include

the value of your IRA in your gross income for that tax year and may be subject to the 10% premature distribution penalty tax.

3. **IRA as Security.** If you pledge any portion of your IRA as security for a loan, the portion pledged is deemed to be a distribution to you, and will be taxed accordingly.
4. **Estate Taxes.** There no longer is a federal estate tax exclusion for IRA distributions. The mere naming of a beneficiary(-ies) does not constitute a gift for the purposes of federal gift taxes.
5. **Excess Contributions.** Contributions in excess of amounts permitted to be made to an IRA may be subject to a 6% excise tax. This excise tax may be avoided if no deduction is taken for the excess and the excess (plus any earnings generated by it) is returned no later than the filing due date of the participant's tax return. Such return of excess contributions is not a taxable distribution, although earnings are taxable and may be subject to the 10% premature withdrawal penalty tax. This tax will apply each year to the excess remaining in your IRA. Excess contributions made in a prior year may be eliminated for the current year by applying the excess as deductible or non-deductible contributions in the current year if less than the maximum contribution is made for the current year and no deduction was taken for the excess contribution in the prior year. You must still pay the excess contributions excise tax for the prior year. You are responsible to make certain the amount contributed to your IRA is proper and to make timely requests for the return of any excess contributions.
6. **Insufficient Distributions.** If you or, after your death, your beneficiary(-ies) do not take the required minimum distribution from your IRA each year, an additional tax of 50% is imposed on the difference between the amount that should have been distributed and the amount actually distributed.
7. **Special Rules for Simplified Employee Pensions (SEP).** This IRA may be used with a Simplified Employee Pension (SEP). An SEP is a written plan that allows your employer to make contributions towards your retirement. Contributions are made to an IRA established for you (called an SEP-IRA). All amounts contributed to your SEP-IRA by your employer belong to you even after you stop working for that employer. Your employer is required to give you information which describes the terms of your employer's SEP plan. Your employer will also give you a yearly statement showing contributions to your SEP-IRA. The basic contribution rules for your SEP-IRA are: (a) each year your employer may make contributions of up to 15% of your eligible compensation or \$24,000 (as increased by the IRS to reflect cost of living increases), whichever is less; (b) in addition, you may make regular IRA contributions for the year of up to the lesser of \$2,000 or 100% of your eligible compensation; and (c) your employer will deduct employer contributions to your SEP-IRA while you must deduct your own regular contributions if you are allowed to do so (see Deductibility above).
8. **IRS Approval.** If a copy of an opinion letter from the Internal Revenue Service is included with your IRA policy, your IRA policy has been approved by the IRS; otherwise, approval has not been obtained. IRS approval is a determination only as to the form of the IRA and does not represent a determination on the operation or merits of the IRA.
9. **Further Information.** For additional information regarding IRAs, consult your personal tax adviser or your local IRS District Office. Also, IRS Publication 590, about IRAs, may be obtained from your local IRS District Office or by calling 1-800-TAX-FORMS.

UNITED OF OMAHA LIFE INSURANCE COMPANY

IRA POLICY DISCLOSURE - QUALIFIED BONUS FLEXIBLE ANNUITY

1. **Policy.** The Qualified Bonus Flexible Annuity is underwritten by United of Omaha Life Insurance Company ("We, Us") and is designed to accumulate funds to provide a guaranteed income at maturity for the lifetime of the Annuitant. The Qualified Bonus Flexible Annuity policy has been approved as to form by the Internal Revenue Service. A copy of the IRS approval letter will be included with the policy. The IRS approval is a determination only as to the form of the annuity policy and does not represent a determination of the merits of the policy. You may contact us about the policy at the following address: United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175, (402) 342-7600.
2. **Accumulation Value.** The accumulation value of the policy is the accumulation at interest of net premiums less an annual policy fee and any prior withdrawals and withdrawal charges. The net premium is the premium less any applicable state premium tax. Any applicable premium tax will be deducted from the gross premium before interest is credited.
3. **Interest Credited.** The interest rate for the accumulation value for any period will be the rate declared by the Board of Directors of United of Omaha Life Insurance Company, or their designees, but will not be less than 4%. Different currently paid rates may apply for contributions received during different time periods. Sometime after each April 15, United of Omaha Life Insurance Company will provide each Bonus Flexible Annuity policyowner with a statement showing contributions received, the interest earned, and the year-end accumulation value of the policy.
4. **Withdrawal Charge.** If a partial or total withdrawal of the accumulation value occurs before a policy has been in force for six policy years, there will be a percentage charge of the amount withdrawn in excess of 10% of the cash value. The percentage charges, beginning with the first year, are: 10%, 10%, 8%, 6%, 4%, 2%, and then 0% for years 7 and later.

Our current practice is to waive the withdrawal charges for: withdrawals made due to maturity, whether taken in cash or applied to a settlement option; withdrawals made as death benefits; withdrawals made pursuant to one of the policy's income settlement options; withdrawals attributable to a premium refund made on account of payment of an "excess contribution"; withdrawals attributable to a premium refund made on account of a retirement plan's failure to meet IRS qualifications.

5. **Commissions.** The licensed life insurance agent providing this Disclosure Statement, as the soliciting agent for the sale of the Bonus Flexible Annuity policy, will receive the following first year sales commissions: at the annuitant's age 0-29, 3%; at the annuitant's age 30-50, 6%; at the annuitant's age 51+, 3%. The renewal commissions paid at the annuitant's age 0-29, 3%; at the annuitant's age 30-50, 2%; at the annuitant's age 51+, 1.5%. Commissions paid to the soliciting agent on premiums paid are not a separate charge against the policy.
6. The maximum single premium without our prior approval is \$1,000,000.



United of Omaha
A Mutual of Omaha Company

ANNUITY APPLICATION

PL-IMAGE 12 JUN '00

Type of Annuity:

☒ Flexible Purchase Payment

☐ Single Purchase Payment

☐ Group Deferred Annuity

Type of Plan:

☐ Non-Qualified

☒ Qualified

☐ Qualified Retirement Plan

☒ IRA

☐ 401(k)

☐ Defined Benefit

☐ SEP

☐ Profit Sharing

☐ Target Benefit

☐ TSA

☐ Money Purchase

Association Group Member: ☐ Yes ☒ No

Name of Association _____

Purchase payment mode:

☒ Single Premium

☐ 1035 Exchange (NQ)

☒ Rollover/Transfer (Q)

☐ Annual

☐ Semi-Annual

☐ Quarterly

☐ Direct Monthly

☐ Bank Service Plan

☐ Government allotment

☐ Payroll Deduction

☐ Monthly

☐ Annual

☐ Quarterly

☐ Bi-Weekly

☐ Semi-Annual

☐ Semi-Monthly

\$ 0 Amount paid with Application.

1. ANNUITANT Maurine P. Hamilton
Address 9902 Childress Drive
City Austin State TX ZIP 78753
Social Security Number 459-20-2593
Telephone (512)836-1930 Sex ☐ Male ☒ Female
Age 78 Date of Birth 10-2-21

2. JOINT ANNUITANT _____
Address _____
City _____ State _____ ZIP _____
Social Security Number _____
Telephone () _____ Sex ☐ Male ☐ Female
Age _____ Date of Birth _____

3. OWNER (If different than Annuitant) For Non-Qualified or Qualified Retirement Plans only. Employer Tax ID Number _____
Name _____ Social Security Number _____
Address _____ Telephone () _____ Sex ☐ Male ☐ Female
City _____ State _____ ZIP _____ Age _____ Date of Birth _____

4. JOINT OWNER (Non-Qualified Plans only)
Name _____ Social Security Number _____
Address _____ Telephone () _____ Sex ☐ Male ☐ Female
City _____ State _____ ZIP _____ Age _____ Date of Birth _____

5. OCCUPATION Retired

6. NAME OF YOUR FIRM OR EMPLOYER _____

7. LOCAL BUSINESS ADDRESS _____

(Number, Street, Apartment Number)

(City, State, Zip)

8. CURRENT ANNUAL SALARY \$ _____ **DATE OF EMPLOYMENT** _____
(Complete only on Qualified Annuities.) (Month) (Year)

9. BENEFICIARIES: (If multiple Beneficiaries, attach separate sheet)

Primary Beneficiary Alan L. Hamilton - son - 463-76-6490 / Sylvia L. Hamilton - Daughter
Relationship to Owner _____ Social Security or Tax I.D. No. 449-84-1932

NOTE: If joint owners apply, the surviving joint owner is the primary beneficiary, and the above named beneficiary is the contingent beneficiary.

Contingent Beneficiary _____
Relationship to Owner _____ Social Security or Tax I.D. No. _____

Payment will be shared equally by all primary beneficiaries who survive the Annuitant; if none, by all contingent beneficiaries who survive. The right to change the beneficiary is reserved unless otherwise stated.

10. ANNUITY BENEFITS to begin at age 95. Annuity benefits begin no later than the policy anniversary following the annuitant's 95th birthday, (the annuitant's 85th birthday in PA). The annuity starting date must be at least 6 years from the issue date.

11. Will this annuity replace or change any existing life insurance or annuity? ☒ Yes ☐ No If "Yes," give name of Company(ies) and Policy Number(s):
Company(ies) Delta Life & Annuity Policy Number(s) 049809
London Pacific Life & Annuity Co. # 1A122199

NOTICE TO ARKANSAS/COLORADO/KENTUCKY/OHIO RESIDENTS ONLY:

"Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

NOTICE TO FLORIDA RESIDENTS ONLY:

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

NOTICE TO NEW JERSEY RESIDENTS ONLY:

"Any person who includes any false or misleading information on an application for an insurance policy/certificate is subject to criminal and civil penalties."

NOTICE TO PENNSYLVANIA RESIDENTS ONLY:

"Any person whose knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

12. OWNER'S SIGNATURE ☒ Maurine P. Hamilton DATE 6-6-00
Signed at Austin City Texas State
JOINT OWNER'S SIGNATURE ☒ _____ DATE _____
Signed at _____ City _____ State _____
PROPOSED ANNUITANT'S SIGNATURE ☒ Maurine P. Hamilton DATE 6-6-00
(Age 15 or Over)

AGENT INFORMATION:

1. Do you have any reason to believe the policy applied for will replace or modify any existing insurance policy?
☒ Yes ☐ No (If "Yes," fulfill all state requirements.)

2. In the presence of the Owner have you asked each question exactly as written and recorded the answers completely and accurately? ☒ Yes ☐ No (If "No," please explain.)

AGENT SIGNATURE ☒ Brian P. Dudley AGENT NUMBER 303197
AGENT NAME (Please Print) Brian P. Dudley
AGENCY NAME Michael J. Fagnoli PHONE NUMBER 512-418-8998
AGENCY ADDRESS 11149 Research Blvd. #280
CITY Austin STATE Tx ZIP 78759
AGENT'S FLORIDA LICENSE IDENTIFICATION NUMBER _____

This is a Flexible Payment Deferred Annuity. No dividends are payable.

This is a **Flexible Payment Deferred Annuity**. No dividends are payable.

Our Pledge To Policyowners

- To serve with justice and integrity those whose protection has been entrusted to our care.
- To support right principles and oppose bad practices in regard to selling our products.
- To develop character, ability and knowledge.
- To value honor above profit.
- To be faithful to ourselves and to those we serve.

Since 1926, policyowners have relied on the United of Omaha Life Insurance Company for security, stability, safety and strength. We are constantly seeking new and better ways to provide policyowners with more efficient and affordable products.

With the United of Omaha Life Insurance Company, policyowners have come to expect professional service and quality. And, as a proven leader in the industry, it is our duty to give you nothing less than you expect.



International Headquarters: Omaha, Nebraska

UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175



October 9, 2000

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN, TX 78753-4332

Coverage ID: UA7728312

We have processed your additional contribution of \$26,783.37. It has been applied to your policy with an effective date of August 10, 2000, and with a interest rate of 7.00%.

If you need any additional information, please call us at 1-800-488-7566.

Robin Dorr

Robin Dorr
Special Product Service

** 26,783.37 Delta
36,294.03 London Pacific
63,077.40*

\$63,077.40

*61,285.96
+ 1,791.44
63,077.40*

UNITED OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175-1100



SEPTEMBER 11, 2001

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

*RMD notice
mailed 10/9/01*

Coverage ID: UA7728312

According to our records, you have attained age 70 1/2. It is important that you receive a minimum distribution from your INDIVIDUAL RETIREMENT ANNUITY (IRA) prior to DECEMBER 31, 2001. Failure to do so may result in a substantial penalty in the form of an increased tax by the Internal Revenue Service.

The following is information regarding your Required Minimum Distribution (RMD):

- Using the Single Life / Recalculation Method for Policy UA7728312, your minimum distribution for 2001 is \$6,451.15.
- Each year, UNITED OF OMAHA will calculate your RMD amount using the Single Life / Recalculation method. You may elect to use one of the other IRS approved methods of calculation, such as joint life expectancy. However, the method you apply must remain consistent with your election at the time of your required beginning date.
- If you wish, you may elect to withdraw your minimum distribution from this policy or from your IRA with another financial institution.
- If you have already received a distribution from this policy this year which equals or is greater than the amount shown above, please disregard this notice.

Please provide your instruction by completing the enclosed distribution notice and returning it to us in the envelope provided. UNITED OF OMAHA cannot

(over please)

guarantee your distribution before year-end if your request is postmarked after December 15. We look forward to hearing from you soon. If you have any questions regarding these requirements, please contact your tax advisor or call us at 1-800-877-1038.

Mark Jewett

Mark Jewett
First Vice President
Retirement Plans Division
G2RMD

*Required
Minimum
deduction*

*Called about State with holding
No fed. or State with "
will be done*

UNITED OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175



OCTOBER 31, 2001

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Annuity Value Statement

Policy Number : UA7728312
Annuitant (s) : MAURINE P HAMILTON
Report for 07/26/2000 through 07/25/2001

Your annuity with UNITED OF OMAHA continues to be an exceptional program to help plan for the future.

Recently we received a request for a value statement on your annuity for the period beginning 07/26/2000 through 07/25/2001. Below is the information concerning your annuity.

Accumulated Cash value as of 07/26/2000	\$0.00
Add Total Rollover contributions	\$0.00
Add Total deposit contributions for present tax year, if applicable	\$0.00
Add Total deposit contributions for previous tax year, if applicable	\$0.00
Add Total Other contributions	\$63,077.40
Add Interest earned	\$4,166.54
Subtract Withdrawals, if any,	\$3,584.29
Subtract Surrender fees for withdrawals, if any	\$0.00
Subtract Policy fees, if any,	\$0.00
Cash Accumulated Value as of 07/25/2001	\$63,659.65
Surrender Value as of 07/25/2001	\$57,607.69 *

* This amount includes a deduction for any applicable surrender charges.

Superior, personalized service to annuitants and beneficiaries is a UNITED OF OMAHA hallmark. We look forward to serving you now and in the future.

E7BBD RUH

UNITED OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175



NOVEMBER 02, 2001

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Annuity Value Statement

Policy Number : UA7728312
Annuitant (s) : MAURINE P HAMILTON
Report for 07/26/2001 through 10/31/2001

Your annuity with UNITED OF OMAHA continues to be an exceptional program to help plan for the future.

Recently we received a request for a value statement on your annuity for the period beginning 07/26/2001 through 10/31/2001. Below is the information concerning your annuity.

Accumulated Cash value as of 07/26/2001	\$63,659.65
Add Total Rollover contributions	\$0.00
Add Total deposit contributions for present tax year, if applicable	\$0.00
Add Total deposit contributions for previous tax year, if applicable	\$0.00
Add Total Other contributions	\$0.00
Add Interest earned	\$972.11
Subtract Withdrawals, if any,	\$6,451.15
Subtract Surrender fees for withdrawals, if any	\$0.00
Subtract Policy fees, if any,	\$0.00
Cash Accumulated Value as of 10/31/2001	\$58,180.61
Surrender Value as of 10/31/2001	\$52,363.75 *

* This amount includes a deduction for any applicable surrender charges.

Superior, personalized service to annuitants and beneficiaries is a UNITED OF OMAHA hallmark. We look forward to serving you now and in the future.

E7BBD RUH



Mutual of Omaha

SEPTEMBER 09, 2002

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Coverage ID: UA7728312

According to our records, you have attained age 70½. It is important that you receive a minimum distribution from your INDIVIDUAL RETIREMENT ANNUITY (IRA) prior to DECEMBER 31, 2002. Failure to do so may result in a substantial penalty from the Internal Revenue Service (IRS).

The following is information regarding your Required Minimum Distribution (RMD):

- Using the IRS uniform distribution table, your minimum distribution for policy UA7728312 for 2002 is \$3,496.17. This amount is also being reported to the IRS. *Does anyone else have this same situation*
- Each year, UNITED OF OMAHA will compute your RMD amount using the applicable life expectancy factor from the uniform distribution table provided by the IRS. *Why wasn't I notified of this*
- If you have a spouse beneficiary who is more than 10 years younger than yourself, you may be allowed to use a different life expectancy factor, and your RMD amount will be different. If this situation applies to you, please contact us at the telephone number below.
- If you wish, you may elect to withdraw your minimum distribution from this policy or from your IRA with another financial institution.
- If you have already received a distribution from this policy this year which is equal to or greater than the amount shown above, please disregard this notice.

Please provide your instructions by completing the enclosed distribution notice and returning it to us in the envelope provided. UNITED OF OMAHA cannot

(over please)

guarantee your distribution before year-end if your request is postmarked after December 15. We look forward to hearing from you soon. If you have any questions regarding these requirements, please contact your tax advisor or call us at 1-800-877-1038.

A handwritten signature in black ink that reads "Mark Jewett". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Mark Jewett
First Vice President
Retirement Plans Division

G2RMD



UNITED OF OMAHA LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600
mutualofomaha.com

APRIL 10, 2003

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Coverage ID: UA7728312

Dear INDIVIDUAL RETIREMENT ANNUITY (IRA) Holder:

Recent legislative changes as a result of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) will significantly affect your INDIVIDUAL RETIREMENT ANNUITY (IRA) annuity with UNITED OF OMAHA LIFE INSURANCE COMPANY. In general, this legislation provides expanded opportunities to save for retirement and is beneficial to INDIVIDUAL RETIREMENT ANNUITY (IRA) owners.

We are required by IRS regulations to amend your INDIVIDUAL RETIREMENT ANNUITY (IRA) documents to conform to the new laws. The enclosed individual retirement annuity endorsement and INDIVIDUAL RETIREMENT ANNUITY (IRA) disclosure have been amended to reflect the new laws such as increased contribution limits, catch up contributions after age 50 and new required minimum distribution rules. Please take a moment to review these documents and retain them with your original INDIVIDUAL RETIREMENT ANNUITY (IRA) documents. You do not need to sign or return anything to us.

Now, more than ever, annuities can play an important role in helping you achieve your retirement goals. UNITED OF OMAHA LIFE INSURANCE COMPANY - a Mutual of Omaha company - provides a wide range of annuity, insurance and investment products. We have a long-standing record of growth and service, and are dedicated to sound business practices and prudent, responsible management of our policyowners' money.

If you have any questions or if we can be of further assistance, please feel free to call us at 1-800-646-7592.

Senior Vice President
Customer Service Division

United of Omaha Life Insurance Company

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This endorsement amends and is part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary.

This endorsement is attached to and made a part of the annuity contract to qualify it as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended (the Code). All references to Code sections are to those sections as they may be amended and/or renumbered from time to time. This endorsement replaces any Individual Retirement Annuity Rider or endorsement previously issued.

AMENDMENTS

Ownership

The annuity contract is established for the exclusive benefit of you and your beneficiaries. You are the annuitant and may exercise all rights under the annuity contract during your lifetime. Your rights to benefits under the annuity contract are nonforfeitable.

Assignments

The annuity contract may not be sold, assigned, discounted or pledged as collateral for a loan or as a security for the performance of an obligation. You may not transfer the annuity contract. To the extent permitted by law, benefits payable under this annuity contract will be exempt from the claims of creditors.

Contributions (also called purchase payments, premiums or deposits in the annuity contract)

1. Except in the case of a rollover contribution (as permitted by the Internal Revenue Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in section 408(k), no contributions will be accepted unless they are in cash and are not in excess of:

- (a) \$3,000 for any taxable year beginning in 2002 through 2004;
- (b) \$4,000 for any taxable year beginning in 2005 through 2007; and
- (c) \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

2. If you are age 50 or older, the annual cash contribution limit is increased by:
 - (a) \$500 for any taxable year beginning in 2002 through 2005; and
 - (b) \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to section 408(p). Also, no transfer or rollover funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE plan, prior to the expiration of the two-year period beginning on the date you first participated in the employer's SIMPLE IRA plan.

Required Distribution

1. Notwithstanding any provision of this IRA to the contrary, the distribution of your interest in the IRA shall be made in accordance with the requirements of Code section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA, as determined under paragraph 3 of the **Distribution Upon Your Death** provision, must satisfy the requirements of Code section 408(a)(6) and the regulations thereunder, rather than paragraphs 2, 3 and 4 below and the **Distribution Upon Your Death** provision.

2. The entire interest of the individual for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over:

- (a) the life of such individual or the lives of such individual and his or her designated beneficiary; or
- (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6T.

3. The distribution periods described in paragraph 2 above cannot exceed the periods specified in section 1.401(a)(9)-6T of the Temporary Income Tax Regulations.
4. The first required payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Distribution Upon Your Death

1. *Death On or After Required Distributions Commence.* If you die after required distributions commence, the remaining portion of your interest, if any, will continue to be distributed under the contract option chosen.
2. *Death Before Required Distributions Commence.* If you die before required distributions commence, your entire interest will be distributed at least as rapidly as follows:
 - (a) If the designated beneficiary is someone other than your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of your death, or, if elected, in accordance with paragraph (c) below.
 - (b) If your sole designated beneficiary is your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (c) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (c) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (c) If there is no designated beneficiary, or if applicable by operation of paragraph (a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b) above).
 - (d) Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a) or (b) and reduced by 1 for each subsequent year.

3. The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
4. For purposes of paragraphs 1 and 2 above, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 2(b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
5. If the sole designated beneficiary is your surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Alternative Method of Distribution

You may satisfy the minimum distribution requirements under sections 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, if you own two or more IRAs, you may use the 'alternative method' described in Notice 88-38, 1988-1 C.B. 524. This method satisfies the minimum distribution requirements described above.

Notice to Company

You shall notify us of the reason for any partial or total withdrawal. You or your beneficiary is solely responsible for determining that contributions and distributions under this annuity contract satisfy applicable tax requirements.

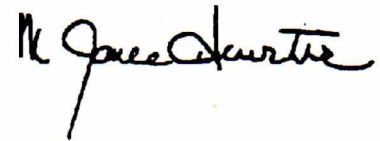
Annual Report

We will furnish annual calendar reports concerning the status of the annuity contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Amendment Right

We may amend this endorsement as necessary to qualify the annuity contract as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. Any such amendment may be made effective as of the issue date of the annuity contract.

United of Omaha Life Insurance Company



Corporate Secretary

**TRADITIONAL AND ROTH
INDIVIDUAL RETIREMENT ANNUITY
DISCLOSURE STATEMENT**

This Disclosure Statement is provided to inform you about certain Internal Revenue Code ("IRC") rules governing your Traditional or Roth individual retirement annuity ("IRA"). It is not intended to constitute tax advice. You should consult a competent tax advisor about your own circumstances.

RIGHT TO REVOKE YOUR IRA

If your IRA contract with us is new, you may revoke this IRA contract within 10 days after you first receive it by delivering or mailing it to the agent through whom it was purchased, or to the address shown on the page of this Disclosure Statement describing your specific contract. Your full contribution (also called purchase payments, premiums, or deposits in the contract) and any policy fee will then be refunded to you and the contract will be deemed void from its beginning.

TRADITIONAL VS. ROTH IRA

Part A of this Disclosure Statement addresses the tax rules for Traditional IRAs and Part B addresses Roth IRAs. Because the tax consequences of these two types of IRAs differ significantly, you should be sure to read the part of this Disclosure Statement that is applicable to your IRA. Information about any charges or expenses, projected performance, and other financial disclosures about your IRA is provided in the pages of this Disclosure Statement describing your specific contract. Additional information is provided in the contract and, if applicable, in the prospectus.

PART A - TRADITIONAL IRA

REQUIREMENTS OF A TRADITIONAL IRA

1. **Form of Contribution.** Unless this is a rollover contribution, your contribution must be paid in cash.
2. **Amount of Contribution.** Except for a rollover or transfer, the total contribution you make to this Traditional IRA for a year cannot exceed the lesser of: (a) 100% of compensation (as defined by the IRC); or (b) \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, and \$5,000 for 2008 with possible cost-of-living adjustments in years 2009 and beyond. If you also have a Roth IRA, the maximum annual contribution you may make to your Traditional IRA will be reduced by any contributions you make to your Roth IRA.

Spousal IRAs. If you are married and file a joint income tax return and your spouse has not attained age 70 1/2 in the year of the contribution, you may make a contribution on behalf of your spouse who has little or no compensation. When a spousal Traditional IRA is established, we issue separate contracts to each spouse. Each contract is subject to the ownership and control of the person to whom it is issued. The maximum amount you may contribute to your IRA and your spouse's IRA is the lesser of: (a) 100% of your combined compensation; or (b) \$6,000 for 2002-2004, \$8,000 for 2005-2007, \$10,000 for 2008 with possible cost-of-living adjustments in years 2009 and beyond. However, the annual contributions to all Traditional IRAs and Roth IRAs for any one individual cannot exceed the aforementioned individual maximum limits.

Catch-Up Contribution. If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Traditional IRA of \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.

3. **Nature of Interest.** Your interest in this Traditional IRA is nontransferable and nonforfeitable.
4. **Distributions.** You can withdraw all or any portion of your Traditional IRA at any time. However, you or your beneficiary(-ies) are responsible for meeting the following rules regarding distributions from Traditional IRAs. We will not make a distribution from your Traditional IRA until we receive your or your beneficiary's instruction to do so.

A. **During Your Life Before Age 59 1/2.** If you take a distribution from your Traditional IRA before age 59 1/2, any amount that is subject to income tax will also generally be subject to a 10% penalty tax. The 10% penalty tax will not apply to distributions made: (a) on account of your death or disability; (b) as part of a scheduled series of substantially equal periodic payments (not less frequently than annually) made for your life or life expectancy, or for the joint lives or life expectancies of you and your designated beneficiary; (c) to pay for medical expenses for you and certain family members which exceed 7 1/2% of your Adjusted Gross Income; (d) to pay for your medical insurance premiums if you have received unemployment compensation for at least 12 consecutive weeks; (e) to pay for higher education expenses of you or certain family members; (f) to pay first-time homebuyer expenses of you or certain family members; or (g) on account of an IRS levy on assets in the IRA. Higher education expenses include tuition, fees, books, supplies and equipment required for enrollment, attendance, and room and board at a post-secondary educational institution. First-time homebuyer expenses must be paid within 120 days of the distribution from the IRA and include up to \$10,000 of the costs of acquiring, constructing, or reconstructing a principal residence, including settlement, financing and closing costs.

B. During Your Life From Ages 59 1/2 to 70 1/2. Between the ages of 59 1/2 and 70 1/2, you may elect to receive as little or as much of the balance of your Traditional IRA as you desire.

C. During Your Life After Age 70 1/2. For the year in which you turn age 70 1/2, and by the end of each year thereafter, you are required to take a "minimum distribution" from your Traditional IRA. You must take your first distribution by your required beginning date, which is April 1 of the year following the year in which you turn age 70 1/2. This requirement can generally be satisfied by taking a lifetime annuity form of distribution. It can also be satisfied by taking distributions each year over your life expectancy in the amount obtained by dividing the balance in your Traditional IRA at the end of the prior year by your applicable life expectancy factor.

Your applicable life expectancy factor is generally determined using the Uniform Lifetime Table provided by the IRS. However, if your spouse is your sole beneficiary and is more than 10 years younger than you, you may use the Joint and Last Survivor Table provided by the IRS rather than the Uniform Lifetime Table to determine life expectancy.

D. After Your Death

- (1) If you die before April 1 of the year following the year you turn age 70 1/2, the entire amount in your Traditional IRA must generally, at the election of your beneficiary(-ies), be distributed in one of the following ways: (a) as an immediate lump sum distribution; (b) by December 31 of the year marking the fifth anniversary of your death; or (c) in amounts not less than equal or substantially equal payments over the single life expectancy of your designated beneficiary(-ies) beginning by December 31 of the year following the year of your death. However, life expectancy distributions made to a spouse beneficiary need not begin until December 31 of the year you would have attained age 70 1/2. In addition, spouse beneficiaries who are the sole, primary beneficiary may roll over or transfer your Traditional IRA assets to his/her own Traditional IRA.
- (2) If you die on or after April 1 of the year following the year you turn age 70 1/2, distributions must generally be made under the contract option selected before death. In certain circumstances in which distributions were not being made in the form of a lifetime annuity before death, distributions upon your death may be made to your beneficiary(-ies) as: (a) a lump sum distribution; or (b) over the single life expectancy of your designated beneficiary(-ies), commencing no later than December 31 of the year following the year of your death. In addition, spouse beneficiaries who are the sole, primary beneficiary may roll over or transfer your Traditional IRA assets to his/her own Traditional IRA.

Your beneficiary(-ies) must elect a distribution option by December 31 of the year following the year of your death.

INCOME TAX CONSEQUENCES OF ESTABLISHING A TRADITIONAL IRA

1. **Deductibility**. If you (or your spouse, if married) are not an active participant in an employer-maintained retirement plan, all eligible contributions to your Traditional IRA are fully deductible.

If you are an active participant in an employer-maintained retirement plan, you may contribute to a Traditional IRA, but the deductibility of such contributions may be reduced or eliminated. In 2002, the deduction for single taxpayers phases out when your Adjusted Gross Income is between \$34,000 and \$44,000, and for married taxpayers filing jointly when Adjusted Gross Income is between \$54,000 and \$64,000. The Adjusted Gross Income phase-out range for married taxpayers filing separately is between \$0 and \$10,000. The following chart shows the phase-out ranges after 2002.

Single	
<i>Taxable Year</i>	<i>Phase-Out Range</i>
2002.....	\$34,000 - \$44,000
2003.....	\$40,000 - \$50,000
2004.....	\$45,000 - \$55,000
2005 and thereafter.....	\$50,000 - \$60,000

Married Filing Jointly	
<i>Taxable Year</i>	<i>Phase-Out Range</i>
2002.....	\$54,000 - \$64,000
2003.....	\$60,000 - \$70,000
2004.....	\$65,000 - \$75,000
2005.....	\$70,000 - \$80,000
2006.....	\$75,000 - \$85,000
2007 and thereafter.....	\$80,000 - \$100,000

If your spouse is an active participant in an employer-maintained retirement plan but you are not, your IRA contribution may be fully deductible depending on your Adjusted Gross Income. Your deduction begins to phase out when your Adjusted Gross Income is \$150,000 (married filing jointly). No deduction is permitted when your Adjusted Gross Income reaches \$160,000 (married filing jointly). If you are married filing separately, your deduction will phase out between \$0 and \$10,000. You can generally determine the precise amount of the deduction available to you by subtracting your Adjusted Gross Income from the highest amount in your phase-out range and multiplying the result by 0.2. If you are married and open a spousal Traditional IRA, multiply the result by 0.4. All deduction amounts are rounded up to the next highest \$10; for example, if a taxpayer calculates a deduction to be \$923, the proper deduction is \$930. Any deduction amount limit between \$0 and \$200 will be deemed to be \$200. If you have any questions regarding the deductibility of your IRA contribution, please consult your tax advisor.

2. **Timing of Contributions.** You can make a contribution to your Traditional IRA (or to a spousal Traditional IRA) at any time during the year or by the date (usually April 15) that your tax return for the prior year must be filed. Except for a SEP-IRA, an extension of the filing deadline for your tax return does not extend the time during which your Traditional IRA contribution may be made. We will apply contributions made between January 1 and April 15 to the current year unless you tell us in writing these contributions are for the previous year. No contributions are permitted in the year in which you attain age 70 1/2 or thereafter.

3. **Taxability of Earnings.** The investment earnings on your Traditional IRA are not subject to federal income taxation until distribution or, in certain cases, when it is deemed that a distribution has been made.

4. **Nondeductible Contributions to a Traditional IRA.** You may make a contribution to your Traditional IRA even if you cannot deduct the entire contribution or can only deduct part of that contribution. The principal benefit of making a nondeductible contribution is that you will not pay taxes on the earnings attributable to the contribution until distribution or deemed distribution from the Traditional IRA.

5. **Reporting Nondeductible Contributions.** When you file your tax return, you must designate any contributions as being either deductible or nondeductible. If you make a nondeductible contribution to your Traditional IRA, you must use IRS Form 8606 (Nondeductible IRA Contributions, IRA Basis and Nontaxable IRA Distributions). IRS Form 8606 is filed with your tax return. If you did not properly report a nondeductible contribution, the IRS will treat the entire distribution as being attributable to deductible contributions. Withdrawals from your Traditional IRA will then be taxed unless you can provide satisfactory evidence that a nondeductible contribution has been made.

6. **Penalties.** If you make a nondeductible contribution, fail to file IRS Form 8606, and cannot establish reasonable cause for the filing failure, you will be subject to a \$50 penalty. If you overstate the amount of a nondeductible contribution and cannot establish reasonable cause for having overstated the amount of a nondeductible contribution, you will be subject to a \$100 penalty.

7. **Taxation of Distributions.** You can withdraw all or any portion of your Traditional IRA at any time. Normally, any distribution to you or your beneficiary(ies) from your Traditional IRA is includable in the gross income of the recipient for the tax year in which the distribution is received. The principal exception to this rule occurs when you have made both deductible and nondeductible contributions to your Traditional IRA. The portion of the distribution related to deductible contributions is taxed as ordinary income. The remaining portion of the distribution related to nondeductible contributions is treated as a tax-free return of the nondeductible contributions. Distributions before age 59 1/2 may be subject to an additional penalty tax (see the **Distributions** section above). You or your surviving spouse beneficiary may be able to use the Traditional IRA rollover procedure to delay the time when income tax is payable (see the **Rollover Contributions** section below). Capital gains treatment and favorable five or ten year forward averaging tax treatment are not available for IRA distributions.

8. **Federal Income Tax Withholding.** Unless you elect not to have withholding apply, any distribution from your Traditional IRA, except a direct transfer, will be subject to withholding. Generally, 10% of the amount of the distribution will be withheld. At the time of distribution, you will be notified that you may elect whether to have withholding from a distribution or not.

9. **Rollover Contributions.** Your Traditional IRA may receive rollover contributions. The term "rollover" means a movement of cash to your Traditional IRA from another of your Traditional IRAs or from your employer's Qualified Retirement Plan, 403(b), or governmental 457 deferred compensation plan. SIMPLE IRA funds may not be rolled to your Traditional IRA during the first two years that you participate in your employer's SIMPLE IRA plan. The following rules govern rollovers. If you have any questions regarding the eligibility of your rollover contributions, please consult your tax advisor.

A. From Traditional IRA to Traditional IRA.

- (1) You must make the rollover contribution by the 60th day after the day you receive the distribution.
- (2) A rollover contribution is not deductible.
- (3) Only one distribution from any single Traditional IRA may be rolled into another Traditional IRA in a 365-day period beginning on the date you receive the distribution.
- (4) You may not roll over any amount required by Traditional IRA rules to be distributed to you. When you make a rollover contribution to a Traditional IRA, you must note in writing that the contribution is a rollover. This decision cannot be revoked.

B. From a Qualified Retirement Plan, 403(b), or governmental 457 plan to an IRA.

- (1) A rollover of an eligible rollover distribution may be made on a direct or indirect basis. Generally, an "eligible rollover distribution" is any distribution to a qualified participant from a Qualified Retirement Plan, 403(b), or a governmental 457 deferred compensation plan. An eligible rollover distribution includes a distribution of after-tax contributions from a Qualified Retirement Plan. This term does not include a distribution which is part of a series of substantially equal periodic payments, a required minimum distribution, or a hardship distribution. An indirect rollover will result in mandatory 20% withholding, while a direct rollover can be made without the withholding requirement.
- (2) To make a direct rollover, the eligible rollover distribution must be paid directly to an eligible retirement plan for your benefit. An "eligible retirement plan" is a Traditional IRA (or a Qualified Retirement Plan, 403(b), or governmental 457 plan) that accepts rollover contributions. Generally, a direct rollover may be accomplished by any reasonable means of direct payment to us, including a wire transfer or a check made payable to "(the company name shown on the page of this Disclosure Statement describing your specific contract), as issuer of Individual Retirement Annuity of (your name)."
- (3) If you choose to receive an eligible rollover distribution before such funds are deposited with an eligible retirement plan, you will make an indirect rollover. To complete an indirect rollover, you must deliver the proceeds of such distribution to us within 60 days after you receive the money. The plan administrator is required to withhold 20% of the distribution as a prepayment of your federal income taxes. In making an indirect rollover, you may make up the withheld amount and roll over up to the full amount of the distribution. When making a distribution from an eligible qualified plan, your plan administrator should provide you with a copy of the Special Tax Notice Regarding Plan Payments. Carefully review this Notice.
- (4) The tax consequences of transactions involving your interest in a Qualified Retirement Plan, 403(b), or governmental 457 deferred compensation plan are complicated. We recommend you seek the advice of an accountant or a tax attorney.

C. Traditional IRA to Employer-Sponsored Retirement Plans. Effective January 1, 2002, you may roll over (directly or indirectly) any eligible rollover distribution from a Traditional IRA to an employer-maintained Qualified Retirement Plan, 403(b), or governmental 457 deferred compensation plan. An eligible rollover distribution is defined as any taxable distribution from a Traditional IRA that is not part of a required minimum distribution. After-tax contributions, or nondeductible contributions, are not eligible for rollover from an IRA.

D. Rollover from Traditional IRA to Roth IRA. You may also convert your Traditional IRA to a Roth IRA by receiving a distribution from your Traditional IRA and, within 60 days, making a nondeductible contribution to your Roth IRA. The entire amount distributed from your Traditional IRA will be subject to ordinary income tax for federal income tax purposes to the extent it represents a return of deductible contributions and earnings, but it will not be subject to the 10% income tax on premature distributions if it is rolled over to a Roth IRA. If your Adjusted Gross Income (not including the rollover or transfer amount) is greater than \$100,000, or if you are married and you and your spouse file separate federal income tax returns, you may not rollover or convert a Traditional IRA to a Roth IRA.

OTHER RULES GOVERNING TRADITIONAL IRAs

1. **Federal Tax Reporting.** A Traditional IRA participant is required to enter deductible contributions and any distributions on IRS Form 1040. In addition, a participant must complete Form 8606 and file it with the participant's tax return if the participant makes any nondeductible IRA contributions for that tax year. If penalty or excise taxes are due, Form 5329 must be completed and filed with the participant's tax return.

2. **Prohibited Transactions.** IRC rules, as described in IRC section 4975, operate to prohibit you from engaging in certain transactions involving your Traditional IRA. For example, you may not borrow the income or principal from your Traditional IRA. If the IRS determines that you have engaged in any prohibited transaction, your Traditional IRA may lose its exemption

from taxation. If your Traditional IRA loses its tax exemption, you must include the value of your IRA in your gross income for that tax year and may be subject to the 10% premature distribution penalty tax.

3. **Loans**. No amount of your Traditional IRA may be pledged as security or collateral on a loan. If you pledge any portion of your Traditional IRA as security for a loan, the contract will lose its status as a Traditional IRA. It will be deemed to be distributed to you, and you will be taxed accordingly.
4. **Life Insurance**. No portion of your IRA may be invested in life insurance contracts.
5. **Collectibles**. The assets of your IRA may not be invested in collectibles within the meaning of IRC Section 408(m).
6. **Estate Taxes**. There no longer is a federal estate tax exclusion for Traditional IRA distributions. Transfers of IRA assets to a named beneficiary made during your life and after October 22, 1986, may be subject to federal gift taxes under IRC Section 2501. The mere naming of a beneficiary(-ies) does not constitute a gift for the purposes of federal gift taxes.
7. **Excess Contributions**. Contributions in excess of amounts permitted to be made to a Traditional IRA may be subject to a 6% excise tax. This excise tax may be avoided if no deduction is taken for the excess and the excess (plus any earnings generated by it) is returned no later than the filing due date of the participant's tax return. Such return of excess contributions is not a taxable distribution, although earnings are taxable and may be subject to the 10% premature withdrawal penalty tax. The tax will apply each year to the excess remaining in your Traditional IRA. Excess contributions made in a prior year may be eliminated for the current year by applying the excess as deductible or nondeductible contributions in the current year if: (a) less than the maximum contribution is made for the current year; and (b) no deduction was taken for the excess contribution in the prior year. You must still pay the excess contributions excise tax for the prior year. You are responsible to make certain the amount contributed to your Traditional IRA is proper and to make timely requests for the return of any excess contributions.
8. **Insufficient Distributions**. If you or, after your death, your beneficiary(ies) do not take the required minimum distribution from your Traditional IRA each year, an additional tax of 50% is imposed on the difference between the amount that should have been distributed and the amount actually distributed.
9. **Special Rules for Simplified Employee Pensions (SEP)**. This Traditional IRA may be used with a Simplified Employee Pension (SEP). An SEP is a written plan that allows your employer to make contributions towards your retirement. Contributions are made to a Traditional IRA established for you (called a SEP-IRA). All amounts contributed to your SEP-IRA by your employer belong to you even after you stop working for your employer. Your employer is required to give you information which describes the terms of your employer's SEP plan. Your employer will also give you a yearly statement showing contributions to your SEP-IRA. The basic contribution rules for your SEP-IRA are: (a) each year your employer may make contributions of up to 25% of your eligible compensation or \$40,000 (as increased by the IRS to reflect cost of living increases), whichever is less; (b) in addition, you may make regular Traditional IRA contributions for the year; and (c) your employer will deduct employer contributions to your SEP-IRA while you must deduct your own regular contributions if you are allowed to do so (see **Deductibility** section above).
10. **IRS Approval**. If a copy of an opinion letter from the Internal Revenue Service is included with your Traditional IRA contract, your Traditional IRA contract has been approved by the IRS; otherwise, approval has not been obtained. IRS approval is a determination only as to the form of the Traditional IRA and does not represent a determination on the operation or merits of the Traditional IRA.
11. **Further Information**. For additional information regarding Traditional IRAs, consult your tax advisor or your local IRS District Office. Also, IRS Publication 590, about IRAs, may be obtained from your local IRS District Office or by calling 1-800-TAX-FORMS.

PART B - ROTH IRA

REQUIREMENTS OF A ROTH IRA

1. **Form of Contribution**. Unless this is a rollover Roth IRA, your contribution must be in cash.
2. **Amount of Contribution**. Except for a rollover, transfer or conversion, the total contribution you make to this Roth IRA for a year cannot exceed the lesser of: (a) 100% of compensation (as defined by the IRC); or (b) \$3,000 for years 2002-2004, \$4,000 for years 2005-2007, and \$5,000 for 2008 with possible cost-of-living adjustments in years 2009 and beyond. If you also have a Traditional IRA, the maximum annual contribution you may make to your Roth IRA will be reduced by any contributions you make to your Traditional IRA. You may contribute to your Roth IRA after attaining age 70 1/2 as long as you have earned compensation and you meet the maximum Adjusted Gross Income limitations discussed below.

Spousal IRAs. If you are married and file a joint income tax return for the year of the contribution, you may make a contribution on behalf of your spouse who has little or no compensation. When a spousal Roth IRA is established, we issue a separate contract to each spouse. Each contract is subject to the ownership and control of the person to whom it is issued. The maximum amount you may contribute to your IRA and your spouse's IRA is the lesser of: (a) 100% of your combined compensation; or (b) \$6,000 for 2002-2004, \$8,000 for 2005-2007, \$10,000 for 2008 with possible cost-of-living adjustments in years 2009 and beyond. However, the annual contributions to all Traditional IRAs and Roth IRAs for any one individual cannot exceed the aforementioned individual maximum limits.

Catch-Up Contribution. If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA of \$500 for years 2002-2005 and \$1,000 for years 2006 and beyond.

Limit on Amount. Your maximum annual contribution may be phased out or eliminated depending on your Adjusted Gross Income. The maximum contribution phases out between an Adjusted Gross Income of \$95,000 and \$110,000 if you are single and \$150,000 and \$160,000 if you are married and file a joint federal income tax return. Any maximum contribution that is greater than zero and less than \$200 will be deemed to be \$200. If you are married and you and your spouse file separate tax returns, your maximum contribution phases out between \$0 and \$10,000. You should consult your tax advisor to determine your maximum contribution.

3. **Nature of Interest.** Your interest in this Roth IRA is nontransferable and nonforfeitable.

4. **No Required Minimum Distributions During Lifetime.** You are not required to take minimum distributions from your Roth IRA upon attaining age 70 1/2.

5. **Distributions Upon Death.** Your beneficiary must generally take minimum distributions from your Roth IRA upon your death. Your beneficiary is responsible for requesting distributions that meet these rules.

A. **If Your Beneficiary Is Not Your Surviving Spouse.** The entire amount in your Roth IRA will be distributed in either of the following ways, at the election of your beneficiary(-ies): (1) by December 31 of the year marking the fifth anniversary of your death; or (2) in amounts not less than equal (or substantially equal) payments over the life or life expectancy of your designated beneficiary(-ies).

Your beneficiary(-ies) must elect option (1) or (2) above no later than December 31 of the year following the year of your death. If no election is made, distribution will be made under option (1). Distribution under option (2) must commence by December 31 of the year following the year of your death.

B. **If Your Beneficiary Is Your Surviving Spouse.** Your surviving spouse may elect to treat the Roth IRA as the spouse's own Roth IRA. This election will be deemed to have been made if the spouse: (a) makes contributions to the Roth IRA; (b) makes a rollover or transfer to or from the Roth IRA; or (c) fails to elect any of the distribution options above. If the surviving spouse chooses not to treat your Roth IRA as the spouse's own Roth IRA, distribution will be made in amounts not less than equal (or substantially equal) payments over the life or life expectancy of your surviving spouse. Such distribution need not begin until December 31 of the year you would have attained age 70 1/2.

INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

1. **No Deduction.** Contributions to your Roth IRA are not deductible.

2. **Timing of Contributions.** You can make a contribution to your Roth IRA (or to a spousal Roth IRA) at any time during the year or by the date (usually April 15) that your tax return for the prior year must be filed. An extension of the filing deadline for your tax return does not extend the time during which your Roth IRA contribution may be made. We will apply contributions made between January 1 and April 15 to the current year unless you tell us in writing these contributions are for the previous tax year.

3. **Taxability of Earnings.** The investment earnings on your Roth IRA are not subject to federal income taxation until distribution or, in certain cases, when it is deemed that a distribution has been made. Upon distribution or deemed distribution, earnings are tax-free if certain rules, described below, are met.

4. **Taxation of Distributions.** Generally, distributions from a Roth IRA are income tax-free and penalty tax-free if certain requirements are met. Any taxable distributions are not eligible for capital gains treatment or the special forward averaging rules that apply to certain lump sum distributions from tax-qualified retirement plans.

A. Income Tax Upon Distribution. Qualified Roth IRA distributions (both contributions and earnings) are not subject to federal income tax if they are made: (a) after five years have passed since your first contribution to any Roth IRA; and (b) either after you reach age 59 1/2, die, or become disabled, or to pay first-time homebuyer expenses of you or certain family members. First-time homebuyer expenses must be paid within 120 days of the date you receive the distribution from the Roth IRA and include up to \$10,000 of the costs of acquiring, constructing, or reconstructing a principal residence, including settlement, financing, and closing costs. If a distribution from your Roth IRA is not qualified, the portion of the distribution attributable to contributions will be tax-free, but any earnings will be subject to ordinary income tax. You may be able to use the Roth IRA rollover procedure to delay the time when income tax is payable.

Amounts rolled over or converted from a Traditional IRA to a Roth IRA are subject to special rules upon distribution. Such amounts must be held for five years from the time they are contributed to a Roth IRA or: (a) the entire amount that was rolled over or converted may be subject to the 10% penalty tax (described below); and (b) any amounts that were to be included in income ratably over future years become immediately subject to income tax. You may wish to establish separate Roth IRAs for each Traditional IRA-to-Roth IRA conversion because of the need to separately track the number of years that amounts in these Roth IRAs are held.

The ordering rules for distributions from a Roth IRA are treated as coming: (a) first from regular contributions; then (b) from rollovers attributable to Traditional IRA conversions, on a first-in, first-out basis; and last (c) from earnings.

You should consult your tax advisor about the timing and potential tax consequences of distributions from your Roth IRA.

B. Penalty Tax Upon Distribution. If your Roth IRA distribution is income tax-free, it will not be subject to a penalty tax. However, if you take a distribution from your Roth IRA before age 59 1/2 and the distribution is not qualified, the taxable portion of your distribution will also generally be subject to a 10% penalty tax. The 10% penalty tax will not apply to distributions made: (a) on account of your death or disability; (b) as part of a scheduled series of substantially equal periodic payments (not less frequently than annually) made for your life or life expectancy, or for the joint lives or life expectancies of you and your designated beneficiary; (c) to pay for medical expenses for you and certain family members which exceed 7 1/2% of your Adjusted Gross Income; (d) to pay for your medical insurance premiums if you have received unemployment compensation for at least 12 consecutive weeks; (e) to pay for higher education expenses of you or certain family members; (f) to pay first-time homebuyer expenses of you or certain family members; or (g) on account of an IRS levy on assets in the IRA. Higher education expenses include tuition, fees, books, supplies and equipment required for enrollment, attendance, and room and board at a post-secondary educational institution. First-time homebuyer expenses must be paid within 120 days of the distribution from the Roth IRA and include up to \$10,000 of the costs of acquiring, constructing, or reconstructing a principal residence, including settlement, financing and closing costs.

5. **Federal Income Tax Withholding.** Unless you elect not to have withholding apply, any taxable distribution from your Roth IRA will be subject to withholding. Generally, 10% of the taxable amount of the distribution will be withheld. At the time of distribution, you will be notified that you may elect whether to have withholding from a distribution or not.

6. **Rollover Contributions.** Your Roth IRA may be rolled over to another Roth IRA of yours, or may receive rollover contributions. The term "rollover" means a movement of cash to your Roth IRA from another of your Roth IRAs or from a Traditional IRA. The following rules govern rollovers. If you have any questions regarding the eligibility of your rollover contribution, please consult your tax advisor.

A. From Roth IRA to Roth IRA.

- (1) You must make the rollover contribution by the 60th day after the day you receive the distribution.
- (2) A rollover contribution is not deductible.
- (3) Only one distribution from any single Roth IRA may be rolled over into another Roth IRA in a one year period beginning on the date you receive a distribution. This limitation does not apply to direct transfers between Roth IRAs.

B. From Traditional IRA to Roth IRA. You may convert a Traditional IRA to a Roth IRA by receiving a distribution from your Traditional IRA and following the rules described above for rollovers or transfers between Roth IRAs. The distribution proceeds must be rolled over into your Roth IRA within 60 days.

The entire amount distributed from your Traditional IRA will be subject to ordinary income tax for federal income tax purposes to the extent it represents a return of deductible contributions and earnings, but it will not be subject to the 10% penalty tax on premature distributions if it is rolled over to a Roth IRA. If your Adjusted Gross Income (not including the rollover or transfer amount) in the year of the distribution is greater than \$100,000, or if you are married and you and your

spouse file separate federal income tax returns, you may not roll over or convert a Traditional IRA to a Roth IRA. Beginning in 2005, Adjusted Gross Income will not include any minimum required distributions from Traditional IRAs.

C. **From Other Retirement Plans to Roth IRA.** No rollover contributions to your Roth IRA are permitted from any retirement plans other than other Roth IRAs or Traditional IRAs.

7. **Recharacterizations.** If you make a contribution to a Roth IRA in a tax year, and if at any time before the due date for filing your tax returns for that year (including extensions) you transfer the converted amounts to another IRA ("transferee IRA"), you will be treated as having originally made a contribution to the transferee IRA. For example, if you convert a Traditional IRA to a Roth IRA and at the end of the year discover that your Adjusted Gross Income exceeds the \$100,000 limit for conversions, you may transfer the converted amount back to a Traditional IRA. You will not be treated as having a distribution for that year. You may wish to consult your tax advisor when considering a recharacterization. In addition, significant restrictions may apply to your ability to "reconvert" amounts that have previously been converted from a Traditional IRA to a Roth IRA and then recharacterized as a Traditional IRA. You should consult your tax advisor when considering a reconversion.

OTHER RULES GOVERNING ROTH IRAs

1. **Federal Tax Reporting.** If penalty or excise taxes are due, Form 5329 must be completed and filed with the participant's tax return. Other forms, including Form 8606, may need to be filed with your Form 1040 for years in which you make Roth IRA contributions or distributions. Consult the Form 1040 instructions, your tax advisor, and/or the IRS about these forms.

2. **Prohibited Transactions.** IRC rules, as described in IRC section 4975, operate to prohibit you from engaging in certain transactions involving your Roth IRA. For example, you may not borrow the income or principal from your Roth IRA. If the IRS determines that you have engaged in any prohibited transaction, your Roth IRA may lose its exemption from taxation. If your Roth IRA loses its tax exemption, you must include the value of the earnings in your Roth IRA in your gross income for that tax year and may be subject to the 10% premature distribution penalty tax.

3. **Loan.** No amount of your Roth IRA may be pledged as security or collateral on a loan. If you pledge any portion of your Roth IRA as security for a loan, the portion pledged is deemed to be a distribution to you, and will be taxed accordingly.

4. **Life Insurance.** No portion of your IRA may be invested in life insurance contracts.

5. **Collectibles.** The assets of your IRA may not be invested in collectibles within the meaning of IRC Section 408(m).

6. **Estate Taxes.** There no longer is a federal estate tax exclusion for Roth IRA distributions. The mere naming of a beneficiary(-ies) does not constitute a gift for the purposes of federal gift taxes.

7. **Excess Contributions.** Contributions in excess of amounts permitted to be made to a Roth IRA may be subject to a 6% excise tax. This excise tax may be avoided if the excess (plus any earnings generated by it) is returned no later than the filing due date of your tax return. Such return of excess contributions is not a taxable distribution, although earnings are taxable and may be subject to the 10% premature withdrawal penalty tax. This tax will apply each year to the excess remaining in your Roth IRA. Excess contributions made in a prior year may be eliminated for the current year by applying the excess as contributions in the current year if less than the maximum contribution is made for the current year. You must still pay the excess contributions excise tax for the prior year. You are responsible to make certain the amount contributed to your Roth IRA is proper and to make timely requests for the return of any excess contributions.

8. **Insufficient Distributions.** If, after your death, your beneficiary(-ies) do not take the required minimum distribution from your Roth IRA each year, an additional tax of 50% is imposed on the difference between the amount that should have been distributed and the amount actually distributed.

9. **IRS Approval.** Your Roth IRA contract contains model language that has been pre-approved by the Internal Revenue Service. Because the model language is used, the Roth IRA contract has not been submitted to the IRS for approval. IRS approval is a determination only as to the form of the Roth IRA and does not represent a determination on the operation or merits of the Roth IRA.

10. **Further Information.** For additional information regarding Roth IRAs, consult your personal tax advisor or your local IRS District Office. Also, IRS Publication 590, about IRAs, may be obtained from your local IRS District Office or by calling 1-800-TAX-FORMS.



UNITED of OMAHA LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600
mutualofomaha.com

JANUARY 05, 2004

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

\$ 3,561.92 I.R.A. Distribution
3-22-04

Coverage ID: UA7728312

According to our records, you have attained age 70½. It is important that you receive a minimum distribution from your INDIVIDUAL RETIREMENT ANNUITY (IRA) prior to DECEMBER 31, 2004. Failure to do so may result in a substantial penalty from the Internal Revenue Service (IRS).

The following is information regarding your Required Minimum Distribution (RMD):

- Using the IRS Uniform Lifetime Table, your minimum distribution for policy UA7728312 for the current year is \$3,561.92. We are obligated to notify the IRS that you are required to receive a RMD.
- Each year, UNITED OF OMAHA will compute your RMD amount using the applicable life expectancy factor from the Uniform Lifetime Table provided by the IRS.
- If your sole primary beneficiary is your spouse who is also 10 or more years younger than yourself, you may use a joint life expectancy factor, and your RMD will be different than the amount provided. If this situation applies to you, please contact us at the telephone number below.
- If you wish, you may elect to withdraw your minimum distribution from this policy or from your IRA with another financial institution.
- If you have already received or will be receiving distributions from this policy this year which are equal to or greater than the amount shown above, please disregard this notice.

Please provide your instructions by completing the enclosed distribution notice and returning it to us in the envelope provided. UNITED OF OMAHA cannot guarantee your distribution before year-end if your request is postmarked after December 15. We look forward to hearing from you soon. If you have any questions regarding these requirements, please contact your tax advisor or call us at 1-800-646-7592.

John W. Wells

Senior Vice President
Customer Service Division

G2RMD



Dear IRA Customer:

In the past, you have received a "Fair Market Value" report from United of Omaha during January each year stating the value of your annuity as of December 31 of the previous year. In addition, you also received a detailed annual statement during the month of May. The annual statement summarizes your annuity activity including contributions and withdrawals.

To better serve you, you will now receive one report during January of each year that combines your "Fair Market Value" report and detailed annual statement. Enclosed please find your annual statement that summarizes your annuity activity from the previous year *and* includes the "Fair Market Value" of your IRA or SEP-IRA annuity.

In addition, if you made (or will make) an individual contribution to this IRA annuity policy for the prior tax year, you will also receive a substitute 5498 contribution report in May. For SEP-IRA annuities, you will receive a substitute 5498 form for contributions made *during* the prior tax year. Please retain these statements with your permanent financial records.

United of Omaha is committed to providing you with the best service possible. If you have any further questions or concerns, please feel free to contact a customer service representative at 800-877-1038.

Steven D. Laune
Vice President
Customer Service Division

WHAT YOU SHOULD KNOW ABOUT NEW IRS RULES ON REQUIRED DISTRIBUTIONS

Enclosed please find your required minimum distribution (RMD) reminder notice. Over the past two years, the Internal Revenue Service (IRS) has made significant changes to the way RMDs are figured. These new regulations affect most IRA and/or retirement plan participants who are age 70½ or older and required to take distributions. The RMD amount provided on the notice enclosed is determined based on the final version of the IRS regulations released in 2002.

As part of these IRS changes, you will now receive your RMD reminder notice in January of each year. This will allow you more time to coordinate and receive your required distributions. Beginning in 2004, we will report to the IRS that you are required to receive an RMD.

If you have any further questions or concerns, please call the telephone number provided on the enclosed RMD reminder notice.

*******IMPORTANT NOTICE*******

CHECK NO. 0009666966	CHECK DATE 12/06/2000	PAYEE NO. 0000000009	PAYEE NAME MAURINE P HAMILTON	CHECK AMOUNT \$3,584.28
DESCRIPTION			VOUCHER	AMOUNT
AB7728312 MAURINE P HAMILTON RMD <i>London Pacific Annuity</i> <i>IRA</i> <				

ABCAB



UNITED OF OMAHA
MUTUAL OF OMAHA PLAZA
OMAHA, NE 68175

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

0042

0142300000



UNITED of OMAHA LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600
mutualofomaha.com

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/03 thru 12/31/03

Your Individual Retirement Annuity continues to be an exceptional retirement income plan. Regular contributions to your United of Omaha annuity enable you to take advantage of prevailing interest rates to build your retirement fund. The amount deductible depends on the date contributed and other factors relating to Adjusted Gross Income and Pension Plan coverage. Be sure to consult your tax advisor.

YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/03 was

Add total contributions for the period \$58,532.20
+ \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2003 for 2002 \$0.00

2003 for 2003 \$0.00

Subtract policy charges - \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value - \$3,422.93

Subtract policy charges on withdrawals - \$0.00

Add interest credited + \$2,943.12

Additional Deposits + \$0.00

Your current cash value as of 12/31/03 is \$58,052.39

The net surrender value of your policy is \$54,732.72

The Fair Market Value of your IRA as of 12/31/03 is \$58,052.39

April - 3561.92

54,490.47

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity(IRA) as of the end of the calendar year 2003. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2003 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

+ 1953.59
56444.06

PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$100,527.86
At current interest rate	\$105,480.74

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

There's more than meets the eye ...

Your United of Omaha policy is a long-term plan and we know you are aware of how important it is to continue contributions to your annuity. Each contribution you make increases the value of your annuity and provides for additional security in meeting your needs. It represents a valuable asset for you and your family.

The current interest rate credited for new contributions for DECEMBER is 4.00%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

FINANCIAL STRENGTH AND STABILITY

In these financially uncertain times, consumers are seeking out insurance companies with the reputation for financial strength, safety and stability. United of Omaha is committed to the people who purchase our annuity products. We use sound investment strategies to make certain that the money you invest with us grows at the highest rate of return possible ... but with a minimum amount of risk.

A SOLID REPUTATION

United of Omaha's high rating reflects the respect and confidence with which nationally recognized, independent industry analysts regard the Company's financial and investment-management strength. It is United's philosophy to provide clients with the best rate of return by maintaining a safe and well-diversified portfolio of investments. For you, that means an extra measure of confidence and security.

There is a variety of superior coverage and services available from the Mutual of Omaha Companies. Contact the local Mutual of Omaha Companies office shown below for more information.

If you need information, or assistance, please contact us.

MICHAEL FARGNOLI DIVISION OFF
400 N LOOP 1604 E STE 250
SAN ANTONIO TX 78232-1243

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 646-7592

210-495-9501
BRIAN PAUL DUDLEY



UNITED of OMAHA LIFE INSURANCE COMPANY

Mutual of Omaha Plaza

Omaha, NE 68175

402 342 7600

mutualofomaha.com

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312

Report for 01/01/02 thru 12/31/02

Your Individual Retirement Annuity continues to be an exceptional retirement income plan. Regular contributions to your United of Omaha annuity enable you to take advantage of prevailing interest rates to build your retirement fund. The amount deductible depends on the date contributed and other factors relating to Adjusted Gross Income and Pension Plan coverage. Be sure to consult your tax advisor.

YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/02 was

\$58,735.76

Add total contributions for the period

+ \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2002 for 2001

\$0.00

2002 for 2002

\$0.00

Subtract policy charges

- \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value

- \$3,496.17

Subtract policy charges on withdrawals

- \$0.00

Add interest credited

+ \$3,284.02

Additional Deposits

+ \$0.00

Your current cash value as of 12/31/02 is

\$58,523.61

The net surrender value of your policy is \$54,058.19

The Fair Market Value of your IRA as of 12/31/02 is \$58,523.61

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity (IRA) as of the end of the calendar year 2002. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2002 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

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PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$105,397.64
At current interest rate	\$127,659.34

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

There's more than meets the eye ...

Your United of Omaha policy is a long-term plan and we know you are aware of how important it is to continue contributions to your annuity. Each contribution you make increases the value of your annuity and provides for additional security in meeting your needs. It represents a valuable asset for you and your family.

The current interest rate credited for new contributions for DECEMBER is 5.00%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

FINANCIAL STRENGTH AND STABILITY

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400 N LOOP 1604 E STE 250
SAN ANTONIO TX 78232

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038

--
BRIAN PAUL DUDLEY



Mutual of Omaha

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/01 thru 12/31/01

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YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/01 was

\$61,285.96

Add total contributions for the period

+ \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2001 for 2000

\$0.00

2001 for 2001

\$0.00

Subtract policy charges

- \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value

- \$6,451.15

Subtract policy charges on withdrawals

- \$0.00

Add interest credited

+ \$3,891.95

Additional Deposits

+ \$0.00

Your current cash value as of 12/31/01 is

\$58,726.76

The net surrender value of your policy is \$52,860.75

The Fair Market Value of your IRA as of 12/31/01 is \$58,726.76

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity (IRA) as of the end of the calendar year 2001. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2001 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$109,994.02
At current interest rate	\$140,220.55

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

There's more than meets the eye ...

Your United of Omaha policy is a long-term plan and we know you are aware of how important it is to continue contributions to your annuity. Each contribution you make increases the value of your annuity and provides for additional security in meeting your needs. It represents a valuable asset for you and your family.

The current interest rate credited for new contributions for DECEMBER is 5.25%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

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MICHAEL FARGNOLI DIV OFFICE
MICHAEL J FARGNOLI
400 N LOOP 1604 E
STE 250
SAN ANTONIO TX 78232-1258
914-452-4870
BRIAN PAUL DUDLEY

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038



Mutual of Omaha

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/01 thru 12/31/01

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YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/01 was

\$61,285.96

Add total contributions for the period

+ \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2001 for 2000

\$0.00

2001 for 2001

\$0.00

Subtract policy charges

- \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value

- \$6,451.15

Subtract policy charges on withdrawals

- \$0.00

Add interest credited

+ \$3,891.95

Additional Deposits

+ \$0.00

Your current cash value as of 12/31/01 is

\$58,726.76

The net surrender value of your policy is \$52,860.75

The Fair Market Value of your IRA as of 12/31/01 is \$58,726.76

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity (IRA) as of the end of the calendar year 2001. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2001 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

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PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$109,994.02
At current interest rate	\$140,220.55

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

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The current interest rate credited for new contributions for DECEMBER is 5.25%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

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MICHAEL FARNOLI DIV OFFICE
MICHAEL J FARNOLI
400 N LOOP 1604 E
STE 250
SAN ANTONIO TX 78232-1258
914-452-4870
BRIAN PAUL DUDLEY

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038



MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/01 thru 12/31/01

Your Individual Retirement Annuity continues to be an exceptional retirement income plan. Regular contributions to your United of Omaha annuity enable you to take advantage of prevailing interest rates to build your retirement fund. The amount deductible depends on the date contributed and other factors relating to Adjusted Gross Income and Pension Plan coverage. Be sure to consult your tax advisor.

YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/01 was

\$61,285.96

Add total contributions for the period

+ \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2001 for 2000

\$0.00

2001 for 2001

\$0.00

Subtract policy charges

- \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value

- \$0.00

Subtract policy charges on withdrawals

- \$0.00

Add interest credited

+ \$3,957.50

Additional Deposits

+ \$0.00

Your current cash value as of 12/31/01 is

\$65,243.46

The net surrender value of your policy is \$59,371.55

The Fair Market Value of your IRA as of 12/31/01 is \$65,243.46

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity (IRA) as of the end of the calendar year 2001. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2001 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$119,255.34
At current interest rate	\$155,780.31

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

There's more than meets the eye ...

Your United of Omaha policy is a long-term plan and we know you are aware of how important it is to continue contributions to your annuity. Each contribution you make increases the value of your annuity and provides for additional security in meeting your needs. It represents a valuable asset for you and your family.

The current interest rate credited for new contributions for JULY is 6.00%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

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STE 250
SAN ANTONIO TX 78232-1258
914-452-4870
BRIAN PAUL DUDLEY

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038



MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7728312
Report for 01/01/00 thru 12/31/00

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YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/00 was \$0.00

Add total contributions for the period + \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2000 for 1999 \$0.00

2000 for 2000 \$0.00

Subtract policy charges - \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value - \$3,584.29

Subtract policy charges on withdrawals - \$0.00

Add interest credited + \$1,781.49

Additional Deposits + \$63,077.40

Your current cash value as of 12/31/00 is \$61,274.60

The net surrender value of your policy is \$55,437.30

The Fair Market Value of your IRA as of 12/31/00 is \$61,274.60

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity(IRA) as of the end of the calendar year 2000. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2000 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$119,356.72
At current interest rate	\$187,968.54

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

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The current interest rate credited for new contributions for DECEMBER is 6.70%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

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MICHAEL J FARGNOLI
400 N LOOP 1604 E
STE 250
SAN ANTONIO TX 78232-1258
914-452-4870
BRIAN PAUL DUDLEY

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038



MAURINE P HAMILTON
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Your Annual Statement

Policy Number UA7728312
Report for 01/01/00 thru 12/31/00

Your Individual Retirement Annuity continues to be an exceptional retirement income plan. Regular contributions to your United of Omaha annuity enable you to take advantage of prevailing interest rates to build your retirement fund. The amount deductible depends on the date contributed and other factors relating to Adjusted Gross Income and Pension Plan coverage. Be sure to consult your tax advisor.

YOUR ANNUITY AT A GLANCE

These Benefits are for MAURINE P HAMILTON

Your policy was issued on 07-26-00

Your cash value as of 01/01/00 was \$0.00

Add total contributions for the period + \$0.00

These items may not all be deductible currently. Consult your tax advisor.

2000 for 1999 \$0.00

2000 for 2000 \$0.00

Subtract policy charges - \$0.00

(annual fees, waiver of premium benefit, or state premium taxes as required full details are found in your policy)

Subtract partial withdrawals of value - \$3,584.29

Subtract policy charges on withdrawals - \$0.00

Add interest credited + \$1,781.49

Additional Deposits + \$63,077.40

Your current cash value as of 12/31/00 is \$61,274.60

The net surrender value of your policy is \$55,437.30

The Fair Market Value of your IRA as of 12/31/00 is \$61,274.60

This report reflects the 'Fair Market Value' of your Individual Retirement Annuity(IRA) as of the end of the calendar year 2000. The amount of your Fair Market Value is also being furnished to the Internal Revenue Service.

If you made a contribution to your IRA annuity for the 2000 tax year, United of Omaha will provide you with a separate IRA Contribution Information report during the month of May. Otherwise you will not receive any additional information regarding your annuity. Please retain this report with your permanent financial records.

PROJECTING YOUR FUTURE BENEFITS

Assuming no more contributions are made, the value of your annuity on the anniversary date following age 95 will be:

	Cash Value
At guaranteed interest rate	\$119,356.72
At current interest rate	\$187,968.54

Please note that the values on the 'current interest rate' line above are not guaranteed. Rather, they are a reflection of the interest rate in effect now. If you maintain the premium level shown above, then regardless of future trends, your cash values and benefit payments will never be less than the values shown on the 'guaranteed interest rate' line.

There's more than meets the eye ...

Your United of Omaha policy is a long-term plan and we know you are aware of how important it is to continue contributions to your annuity. Each contribution you make increases the value of your annuity and provides for additional security in meeting your needs. It represents a valuable asset for you and your family.

The current interest rate credited for new contributions for DECEMBER is 6.70%. This interest rate may fluctuate from one month to another; however, your contributions are guaranteed to earn no less than 4.00%.

FINANCIAL STRENGTH AND STABILITY

In these financially uncertain times, consumers are seeking out insurance companies with the reputation for financial strength, safety and stability. United of Omaha is committed to the people who purchase our annuity products. We use sound investment strategies to make certain that the money you invest with us grows at the highest rate of return possible ... but with a minimum amount of risk.

A SOLID REPUTATION

United of Omaha's high rating reflects the respect and confidence with which nationally recognized, independent industry analysts regard the Company's financial and investment-management strength. It is United's philosophy to provide clients with the best rate of return by maintaining a safe and well-diversified portfolio of investments. For you, that means an extra measure of confidence and security.

There is a variety of superior coverage and services available from the Mutual of Omaha Companies. Contact the local Mutual of Omaha Companies office shown below for more information.

If you need information, or assistance, please contact us.

MICHAEL FARGNOLI DIV OFFICE
MICHAEL J FARGNOLI
400 N LOOP 1604 E
STE 250
SAN ANTONIO TX 78232-1258
914-452-4870
BRIAN PAUL DUDLEY

MUTUAL OF OMAHA COMPANIES
INDIVIDUAL RETIREMENT SERVICES
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175-3206
(800) 877-1038

UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175



October 9, 2000

MAURINE P HAMILTON
9902 CHILDRESS DR
AUSTIN, TX 78753-4332

Coverage ID: UA7728312

We have processed your additional contribution of \$26,783.37. It has been applied to your policy with an effective date of August 10, 2000, and with a interest rate of 7.00%.

If you need any additional information, please call us at 1-800-488-7566.

Robin Dorr

Robin Dorr
Special Product Service

\$ 26,783.37 Delta
36 294.03 London Pacific
63,077.40

\$63,077.40

61 28596
+ 3 95750



8/4/99
10/2/99
7859499

Brian P. Dudley

REPRESENTATIVE

REPRESENTING

MUTUAL OF OMAHA INSURANCE COMPANY

MUTUAL OF OMAHA LIFE INSURANCE COMPANY

M.J. Fargnoli Division Office

11149 RESEARCH BLVD., #280-BALCONES CENTRE

AUSTIN, TX 78759

PHONE (512) 418-8998, FAX (512) 418-9953

PAGER 1-888-241-4885, CELL (512) 736-0494

418-8998(office)

736-0494(cell)

Brian



**Mutual of Omaha
Companies**