written in corner (Blue Blackon Black) reflective

white paper inserted here to reduce Black in k usage. (forder entirely Black with mitual Jonaha logo in Jord) Annuiry (labeled 1079 miside)



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 UA8441079 Report for 05/09/02 thru 05/09/03

Your UNITED OF OMAHA annuity continues to be an exceptional future income plan. Your plan enables you to make unlimited contributions and accumulate tax-deferred earnings on those contributions.

YOUR ANNUITY AT A GLANCE

Benefits are for MAURINE P HAMILTON	
Your policy was issued on 05-09-02	
Your cash value as of 05/09/02 was	\$0.00
Add total contributions for the period+	\$30,000.00
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+	\$1,720.14
Your current cash value as of 05/09/03 🕞	\$31,720.14
The net surrender value of the policy is \$28,865.33 INT	1948,40
PROJECTING YOUR FUTURE BENEFITS	33668,54

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	\$54,937.37
At current interest rate	\$56,815.46

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 MAY 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-diviersified 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 J FARGNOLI 400 N LOOP 1604 E STE 250 SAN ANTONIO TX 78232 MUTUAL OF OMAHA COMPANIES POLICYOWNER SERVICES DIVISION MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68103-9736 (402) 342-7600

BRIAN PAUL DUDLEY

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

ULTRANNUITY FOR: MAURINE P HAMILTON

POLICY NUMBER UA8441079 AGE AT ISSUE 80 AGE AT MATURITY 95

ANNUAL PURCHASE PAYMENT \$30,000.00 ADDITIONAL PAYMENT \$.00 DATE OF ISSUE MAY 09, 2002 MATURITY DATE MAY 09, 2017

THE MINIMUM ISSUE PURCHASE PAYMENT IS \$600.00 ANNUALIZED. 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.

		~	2002	
	ACCUMULATION**	ACCUMULATION**	END OF YEAR	END OF YEAR
	AND DEATH	AND DEATH BENEFIT	CURRENT	
AT END	BENEFIT AT THE	AT THE GUARANTEED	CASH SURRENDER	
OF	CURRENT INTEREST	INTEREST RATE	VALUES	VALUES
YEAR	RATE OF 4.75% *	OF 4.00%	AT 4.75% *	AT 4.00%
01	31,725.00	31,200.00	28,869.75	28,392.00
02	64,956.94	63,648.00	59,110.81	57,919.68
03	99,767.39	97, 393.92	92,584.14	90,381.56
04	136,231.34	132,489.68	128,874.85	125,335.23
05	174,427.33	168,989.26	168,147.95	162,905.65
06	214,437.63	206,948.83	210, 577.75	203,223.76
07	256,348.42	246, 426.79	256,348.42	246, 426.79
08	300,249.97	287,483.86	300,249.97	287,483.86
09	346,236.84	330, 183.21	346,236.84	330, 183.21
10	394,408.09	374,590.54	394,408.09	374,590.54
15	671,839.01	624,735.93	671,839.01	624,735.93
20	1,021,723.75	929,076.05	1,021,723.75	929,076.05
AT AGE		525,070.05	1,021,723.75	525,070.05
60	0.00	0.00	0.00	0.00
65	0.00	0.00	0.00	0.00
		624,735.93	671,839.01	624,735.93
95	671,839.01	024,735.93	0/1,039.01	024,735.35

THE CURRENT RATE PLUS 1% WILL BE CREDITED ON EVERY PURCHASE PAYMENT FOR 5.1312 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.

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: 10 YEAR CERTAIN AND LIFE LIFE ONLY INSTALLMENT REFUND AGE 0.00 0.00 60 0.00 0.00 0.00 0.00 0.00 65 0.00 70 0.00 ANNUITY PAYOUT OPTIONS - BASED ON THE GUARANTEED INTEREST RATE, LIFETIME MONTHLY INCOME FOR: 10 YEAR CERTAIN AND LIFE LIFE ONLY INSTALLMENT REFUND AGE 0.00 0.00 60 0.00 0.00 0.00 0.00 65 0.00 0.00 0.00 70

THE YIELD ON A CURRENT BASIS IS 4.92%AT THE END OF 10 YEARS AND4.86%AT MATURITY.

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

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 MAY 15, 2002

YOUR LICENSED AGENT:

DELIVERY INSTRUCTIONS

DISTRIBUTION HIERARCHY



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

POLICY NUMBER:UA8441079PREMIUM:\$30,000.00INITIAL PREM CHARGE ______MODE:ANNUALSUBSEQUENT PREM PD ______ISSUE DATE:MAY 09, 2002REISSUE PREM CHARGE ______PAID TO DATE:MAY 09, 2003ADJ DEBIT / CREDIT ______FIRST ACCTG DATE:MAY 15, 2002RATE-UP FLAT(BASE) \$.000VRSDELIVERY REQUIREMENTS

- THERE ARE NO OUTSTANDING REQUIREMENTS.

MUTUAL OF OMAHA PRIVACY NOTICE

Our Commitment to Privacy

The Mutual of Omaha family of companies is committed to carefully guarding the personal information you entrust to us. Our family of companies includes:

- Mutual of Omaha Insurance Company
- Mutual of Omaha Investor Services, Inc.
- Mutual of Omaha of South Dakota and Community Health Plus HMO, Inc.
- United of Omaha Life Insurance Company
- United World Life Insurance Company
- Companion Life Insurance Company
- Exclusive Healthcare, Inc.
- Omaha Property and Casualty Insurance Company

The statements in this notice apply to our current as well as former customers.

Your Health Information

The Mutual of Omaha family of companies does not share your health information, except as required or permitted by law.

Information We Collect

In the normal course of conducting business we may collect personal information about you, such as name, address, social security number, income, marital status, employment and similar personal information from:

- Information we receive from you on applications or other forms.
- Information about your transactions with our family of companies and other companies.

- Information from Mutual of Omaha web sites (such as that provided through online forms, site visitor data and online information collecting devices known as "cookies").
- Information we request from other sources (such as motor vehicle reports, government agencies and medical information bureaus).
- Information we request from consumer-reporting agencies.

Information We Share Within Our Family of Companies

In the normal course of conducting business we may share your personal information among our family of companies. Depending on the products you have with us, the type of information we share could include your name, income, social security number and other identifying information you provide to us. We may also share information about your transactions with us, such as your payment history.

Information We Share With Third Parties

We may share your personal information with third parties outside our family of companies, such as agents and brokers, other insurance companies, banks and credit card companies. We do so to inform you about other products or services offered by the Mutual of Omaha family of companies or other companies which we believe may be of interest to you. We may also share your personal information with third parties that we contract with to perform functions on our behalf.

MC30685_0302

Rease Detach Here -----

PRIVACY CHOICE FORM

Note: If you have already instructed us to not share your personal information or information about your creditworthiness, it is not necessary to respond again. Your request will remain on file with us until you request a change.

If you checked either of the boxes on the other side, please mail this form, in a stamped envelope to:

Attn. Privacy Notice Mutual of Omaha Mutual of Omaha Plaza Omaha, NE 68175-0001

Your Right to Choose

You have the right to instruct us to not share your personal information with third parties outside our family of companies. Even if you instruct us to not share your personal information with third parties, we may still make disclosures to them of your personal information for those purposes which are required or permitted by law. For example:

- We may occasionally be required to respond to a judicial process or government regulatory authority.
- We are permitted to disclose your personal information to process an insurance product or service that you request or to maintain or service your account, such as paying a claim.
- We are permitted to disclose your personal information to third parties with whom we have contracted to perform insurance functions on our behalf.

If you instruct us to not share your personal information with third parties outside our family of companies, that instruction will apply to all the products you have with the Mutual of Omaha family of companies. If there are multiple owners of any insurance product or service, any one of you may request that we not share information on behalf of yourself and the other owners. We will honor your instructions for as long as you are our customer and for as long thereafter as we maintain information about you.

If you wish to instruct us to not share your personal information with third parties, please check the first box on the Privacy Choice Form, complete it and return it to us.

Sharing of Certain Information About Your Creditworthiness

We share certain information about your creditworthiness among the Mutual of Omaha family of companies. We do so to simplify doing business with us and to better match our products and services with your needs. For example, one of our insurance companies may share information with another of our insurance companies.

This information generally relates to your creditworthiness and includes such items as your marital status, income, employment history and credit history. If we did not share this information among our companies, you might be required to provide identical information each time you apply for one of our products or services.

If you prefer us to not share information about your creditworthiness among our family of companies, please check the second box on the Privacy Choice Form, complete it and return it to us.

How We Protect Your Information

We restrict access to your personal information to only the employees of the Mutual of Omaha family of companies and others who need to know the information to provide our insurance or financial services to you. We maintain physical, electronic and procedural safeguards in accordance with legal standards and established security standards and procedures to guard your personal information from unauthorized disclosure.

X Please Detach Here -----

- 1. Please do not share my personal information with third parties outside your family of companies except as described in the section titled "Your Right to Choose".
- 2. Please do not share information regarding my creditworthiness among your family of companies except as required or permitted by law.

Please print your name and address clearly.

First Name	Middle Initial	Last Name	in the level of the of	in the second and the h
Address (line 1)	C. C. C. C.	Ann Privacy Hotics	t	~
Address (line 2)	C. A. A.	Read of Contract Plana		
City	T 7 2 14	State and Zip Code		

Please list all your policy and account numbers: UA8441079

Your canceled check is	your receipt for payment	DO NOT MAIL CASH	UI	PAF April 9, 2004
Billing Statement		Annuity Notice	Due Date: 1	May 09, 2004
		Please make check or money order payable to	United of Omaha	
UNITED OF ON	MAHA LIFE INSURANCE COMPANY	To insure proper credit, return this portion and	d all billing notices associated w	with your payment.
Mutual of On	naha Plaza	COVERAGE ID: UA8441079		
Omaha, NE (58175-0001	BONUS FLEXIBLE ANNUITY	12 MONTH(S) DU	JE: \$30,000.00
иаг ФОтана				
			TOTAL DUE:	\$30,000.00
MAURINE P HAN 9902 CHILDRESS				
AUSTIN TX 787				
		հետերություն	ուկեսվվեսվերկերվուկեր	սհովե
		PREMIUM SERVI		*
		MUTUAL OF OM	AHA COMPANIES	
		PO BOX 2749		
		OMAHA NE 6810	3-2749	
		00 02 UAO844107940 00	030000004 20040	
	return thi	ne number has changed, please make chang is form with your Premium Notice and pays	ment.	
	ERAGE ID: UA8441079		HIS BOX UNLESS THERE ARE	CORRECTIONS
	MAURINE P HAMILTON	NAME (FIRST/MIDDL	E/LAST)	
	9902 CHILDRESS DR			
итиац#Отана	AUSTIN TX 78753-4332	STREET		
		OTTA	OTATE	710
		CITY	STATE	ZIP
рц #	£: (512) 836-1930	PHONE	S	SOC, SEC. #
SS#	. (012) 000 1900	THONE		, o c. obc. #
	or boxes below for inf	ormation, without cost or obligation, on	specific products:	
formation available in m		or mation, without cost of obligation, on	specific products.	
Mutual of Oma		f Omaha Insurance Company United	of Omaha Life Insuranc	ce Company
Investor Servic			fe Insurance	e company
Mutual of Oma			inuities	
Omaha, NE 68		bility Income Insurance	indicios	
Mutual Fun		al Illness Insurance		
Variable P		care Supplement Insurance		
		connected with or endorsed by the US gove	ernment or federal Medica	re program)
This is an offer for i	nsurance and an insurance	ce agent may contact you by telephone to	provide additional informa	ation.
		nd return lower portion with your payment		April 9, 2004
ALR29541 1003 *	• • • • Detach as	nd return lower portion with your payment	******	april 9, 2004

The contributions you make to your annuity policy will provide you with additional income when you retire. The value of your annuity accumulates on a tax-deferred basis; interest accumulations are not taxable to you until you begin receiving benefits from your policy at maturity. Several options are available that will allow you to select an income most suited to your needs. The contributions you make are credited with interest rates that are responsive to economic conditions. While the interest rate credited may vary, the interest rate in effect when you make your contribution is generally earned for the remainder of the calendar year. Contributions that were made in prior years are today accumulating at a rate in excess of current interest rates.

If your needs have changed, you can learn more about other types of coverage we offer by checking the appropriate box or boxes below. Then detach the form along the perforation, and send it along with your payment and Premium Notice in the enclosed envelope.

United of Omaha I IFE Insurance Company

a stock company

201

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

ohn Atur

1079

President

Corporate Secretary

10890H3000

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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 departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departmento 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 NUMBER:	UA8441079
POLICY OWNER:	SEE APPLICATION OR ENDORSEMENT
ANNUITANT:	MAURINE P HAMILTON
ANNUITANT'S AGE AT ISSUE AND SEX:	80 FEMALE
ANNUITY TYPE:	NON-QUALIFIED ANNUITY
DATE OF ISSUE:	MAY 09, 2002
ANNUITY STARTING DATE:	MAY 09, 2017
PLANNED PURCHASE PAYMENT: ADDITIONAL PAYMENT:	\$30,000.00 \$.00
BENEFICIARY:	SEE APPLICATION OR ENDORSEMENT

INTEREST RATE

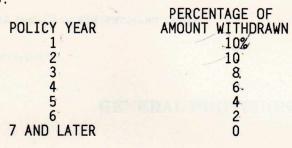
GUARANTEED MINIMUM INTEREST RATE: 4.00%

POLICY CHARGES

POLICY FEE:

\$30.00 EACH POLICY YEAR

WITHDRAWAL CHARGES:



5671L-0295

(4%-12%)

PAGE 3

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.

<u>Annuitan</u>t

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 startingdate. 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

1	31,200.00	28,392.00
2	63,648.00	57,919.68
3	97,393.92	90,381.56
4	132,489.68	125,335.23
5	168,989.26	162,905.65
6	206,948.83	203,223.76
7	246,426.79	246,426.79
8	287,483.86	287,483.86
9	330,183.21	330,183.21
10	374,590.54	374,590.54
11	420,774.16	420,774.16
12	468,805.13	468,805.13
13	518,757.34	518,757.34
14	570,707.63	570,707.63
15	624,735.93	624,735.93
16	680,925.37	680,925.37
17	739,362.39	739,362.39
18	800,136.88	800,136.88
19	863,342.36	863,342.36

Lifetime Monthly Income Table for Option 4

Monthly Income for Each \$1,000 of Proceeds

Age Last Birthday	a contraction	anteed riod		anteed iount	Age Last Birthday	Birthday Period Amoun			Age Last Birthday	Guaranteed Period		Guaranteed Amount		
of Payee	Male	Female	Male	Female	of Payee	Male	Female	Male	Female	of Payee	Male	Female	Male	Female
7 and						2221-6	13.00			£8.23	8.90			.8
under	\$2.84	\$2.77	\$2.83	\$2.76										
8	2.85	2.78	2.84	2.77	34	\$3.40		\$3.36	\$3.20		\$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
		0.20								and over				

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the **Texas Insurance Code**, Article 21 28-D.)

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- residents of Texas at the time that their insurance company is impaired
- residents of other states, ONLY if the following conditions are met:
 - 1) The policyholder has a policy with a company based in Texas;
 - 2) The company has never held a license in the policyholder's state of residence:
 - 3) The policyholder's state of residence has a similar guaranty association; and
 - 4) The policyholder is **not eligible** for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance:

- net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- death benefits up to a total of \$300,000 under one or more policies on any one life.

Individual Annuities:

- net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

Group Annuities:

- net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contractholder, or
- net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association 301 Congress, Suite 500 Austin, Texas 78701 800-982-6362 Texas Department of Insurance P.O. Box 149091 Austin, Texas 78714-9104 800-252-3439

	P. DUDLEY 303197"					
6	ANNUITY	APPLICATION				
G /	Type of Annuity;					
	M Flexible Purchase Payment	🗋 Single Purchase Payment 🛛 Gro	up Deferred Annuity			
A Mistual of Umana Company						
Type of Plan:		Purchase payment mode:				
Non-Qualified		🗆 Single Premium 🔲 Ban	k Service Plan			
🗋 Qualified 🛄	Qualified Retirement Plan		ernment allotment			
IRA IRA	🗋 401(k) 🔲 Defined Benefit		roll Deduction			
SEP	Profit Sharing Target Benefit		Monthly Annual			
TSA	Money Purchase		Quarterly 🛛 Bi-Weekly			
Association Group Mem	ber: Ves No	Direct Monthly	Scmi-Annual 🔲 Semi-Monthly			
_		_				
Name of Association		\$ 30, 000 Amount paid with	h Application.			
L. ANNUITANT	laurine P. Hamilton	- 2. JOINT ANNUITANT				
Address 9902	childress br	Address				
		3 City State	ZIP			
Social Security Number	a459-20-2593	Social Security Number	·			
Telephone (52)83	36-1930 Sex D Male D Female	Telephone () Sex 🗆 Male 🗆 Female				
Age 80 Date	e of Birth 10 -2 - 21	Age Date of Birth				
. OWNER (If differen	nt than Annuitant) For Non-Qualified or Qu					
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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 <u>95</u>. 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.

Form 4972L-0997

210 495 0462 TO UNDERWRITING SPL MM Server A.

P.03/04

11. Will this annuity replace or change any existing life insurance or annuity?	Ves MNo	If "Yes," give name of Company(ies) and Policy Number(s):
Company(ies)		Policy Number(s)

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 t insurance act, which is a crime and subjects such person to criminal and civil penalties."

12.	Signed at Austin P. Hamilton P.	DATE 5-9-00
	JOINT OWNER'S SIGNATURE X	DATE
	City States PROPOSED ANNUITANT'S SIGNATURE (X) M Querini P. Ham illow (Age 15 or Over)	DATE <u>3 - 9- 02</u>

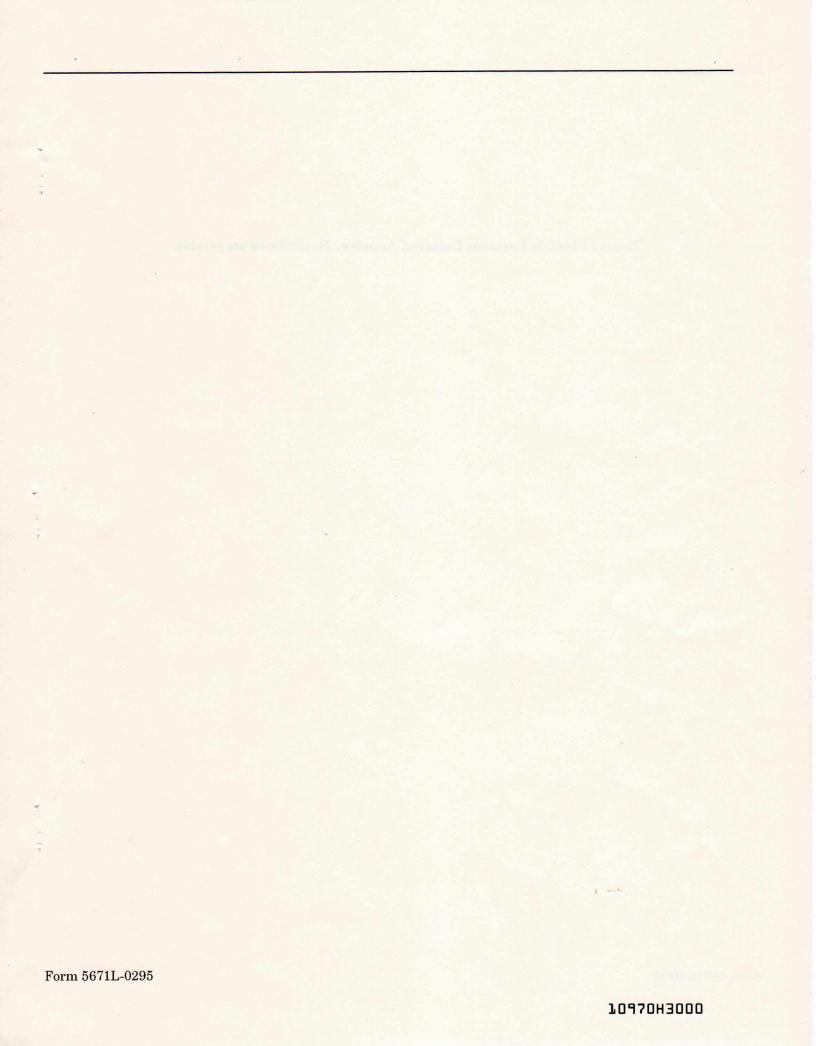
AGENT INFORMATION:

- 1. Do you have any reason to believe the policy applied for will replace or modify any existing insurance policy? Yes WNo (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? Dryes D No (If "No," please explain.)

AGENT SIGNATURE X B. Dudscy	AGENT NUMBER 303197
AGENT NAME (Please Print) Bruch P. Dudley B	RIAN P. DUDLEY 303197
AGENCY NAME Michael J. Farquoli	
AGENCY ADDRESS 1149 Resparch Blud # 281	0
CITY AUSTIN	STATE TX ZIP 78759
AGENT'S FLORIDA LICENSE IDENTIFICATION NUMBER	

Underweinen by: United of Omaha Life Insurance Company . Home Office: Omaha, Nebrasia

Form 4972L-0997



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

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