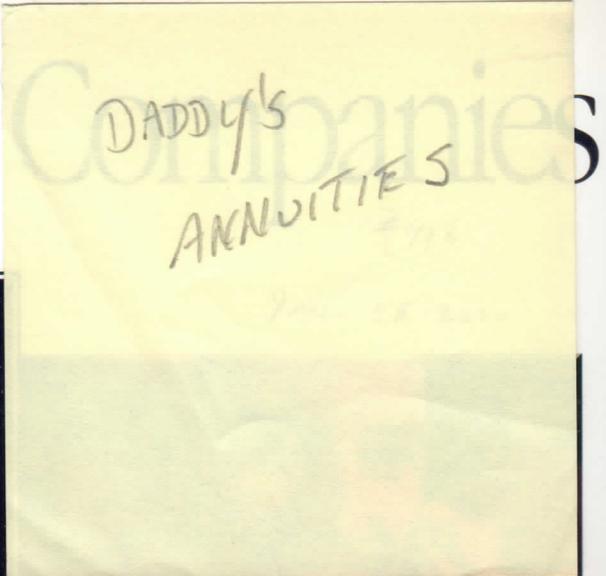
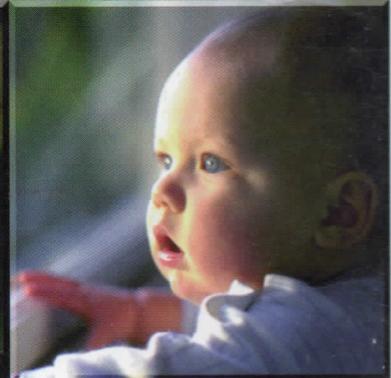
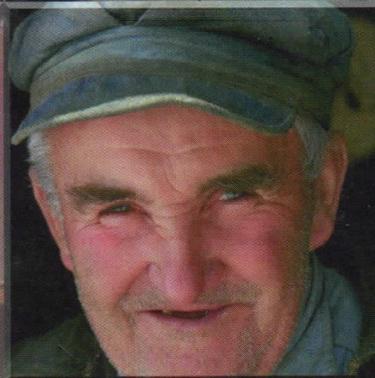
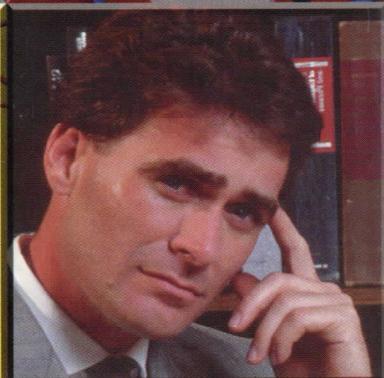
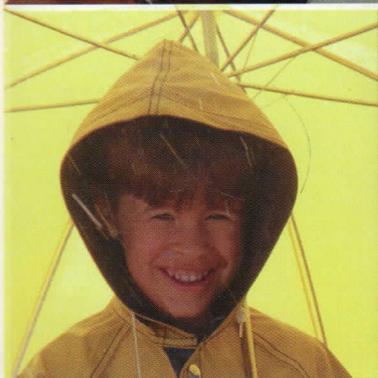
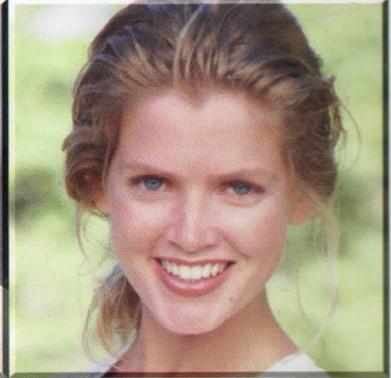
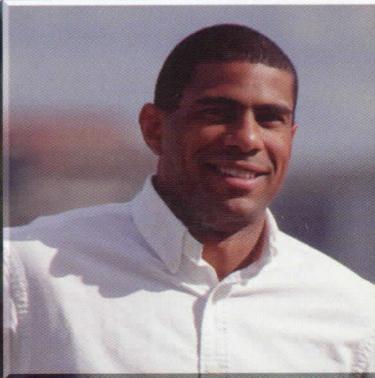
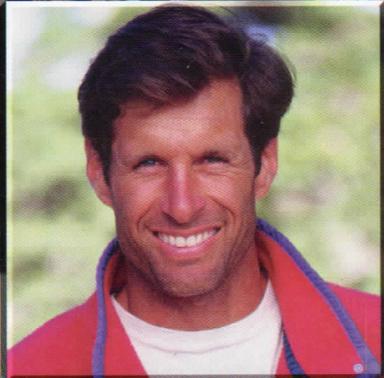
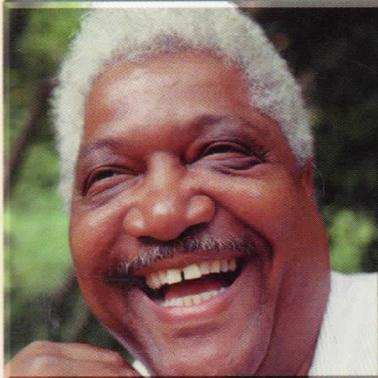
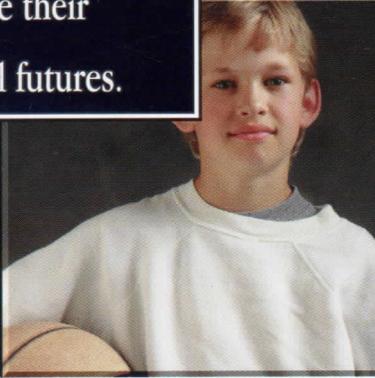
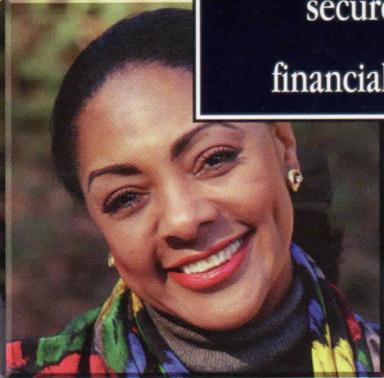
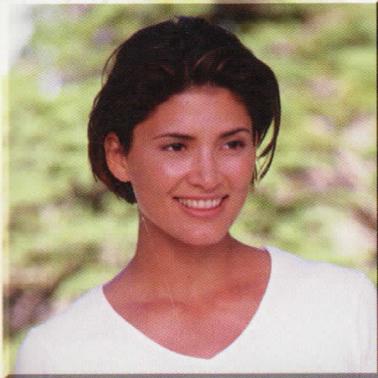
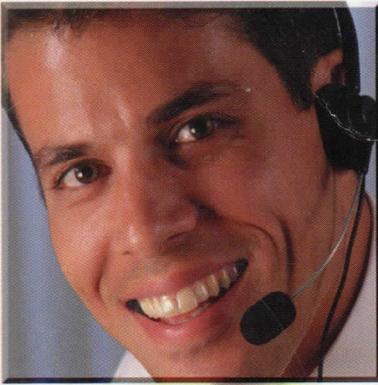


Mutual of Omaha



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 LIFE INSURANCE COMPANY
 MUTUAL OF OMAHA PLAZA
 OMAHA NE 68175



**Mutual of Omaha
 Companies**

ALFRED HAMILTON
 9902 CHILDRESS DR
 AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7722948
 Report for 06/28/00 thru 06/28/01

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 ALFRED HAMILTON	
Your policy was issued on 06-28-00	
Your cash value as of 06/28/00 was	\$0.00
Add total contributions for the period	+\$96,753.46
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	+\$6,753.55
Your current cash value as of 06/28/01 is	\$103,507.01

The net surrender value of the policy is \$94,191.38

PROJECTING YOUR FUTURE BENEFITS

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

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.*

OPERATOR RD
DATE JUNE 30, 2000

* *
* KEEP ON TOP *
* *

COMPANY UA GROUP NUMBER NO GROUP FOUND
POLICY NUMBER UA7722948 GROUP NAME NO GROUP FOUND
NAME ALFRED HAMILTON
ADDRESS 9902 CHILDRESS DR

AUSTIN TX 78753-4332

SS NUMBER 458-24-4617
AGE -ISSUE 86
BIRTHDATE 05-12-1914
SEX MALE
RES TELEPHONE 512-836-1930

POLICY FORM 5671L-0295
PLAN NQA94
RATE SCALE 1
ISSUE DATE 06282000
Q PENS CODE N
FACE AMNT \$0
PREMIUM \$96,753.46
MODE SINGLE
ISSUE LOC TX

AGENT BRIAN PAUL DUDLEY
ADDRESS MICHAEL FARGNOLI DIVISION
400 N LOOP 1604 E STE 250
SAN ANTONIO TX 78232-1246

MAILING INSTRUCTIONS

04190H0000

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

ULTRANNUITY FOR: ALFRED HAMILTON

POLICY NUMBER UA7722948

AGE AT ISSUE 86

AGE AT MATURITY 95

ANNUAL PURCHASE PAYMENT \$96,753.46

ADDITIONAL PAYMENT \$.00

DATE OF ISSUE JUNE 28, 2000

MATURITY DATE JUNE 28, 2009

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.

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	103,526.18	100,623.58	94,208.82	91,567.46
02	109,737.75	104,648.52	99,861.35	95,230.15
03	116,322.02	108,834.46	107,946.83	100,998.38
04	123,301.34	113,187.84	116,643.07	107,075.70
05	130,699.42	117,715.35	125,994.24	113,477.60
06	138,541.38	122,423.97	136,047.64	120,220.34
07	146,853.87	127,320.93	146,853.87	127,320.93
08	155,665.10	132,413.76	155,665.10	132,413.76
09	165,005.00	137,710.31	165,005.00	137,710.31
10	174,905.30	143,218.73	174,905.30	143,218.73
15	234,062.75	174,247.48	234,062.75	174,247.48
20	313,228.76	211,998.70	313,228.76	211,998.70
AT AGE				
60	0.00	0.00	0.00	0.00
65	0.00	0.00	0.00	0.00
95	165,005.00	137,710.31	165,005.00	137,710.31

*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.

01213H1000

**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
6.11% 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 JUNE 30, 2000

DELIVERY INSTRUCTIONS



United of Omaha
A Mutual of Omaha Company

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: ALFRED HAMILTON

POLICY NUMBER: UA7722948

PREMIUM: \$96,753.46 INITIAL PREM CHARGE _____

MODE: SINGLE SUBSEQUENT PREM PD _____

ISSUE DATE: JUNE 28, 2000 REISSUE PREM CHARGE _____

PAID TO DATE: ~~JUNE 28, 2001~~ ADJ DEBIT / CREDIT _____

FIRST ACCTG DATE: JUNE 30, 2000

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

DELIVERY REQUIREMENTS

- THERE ARE NO OUTSTANDING REQUIREMENTS.

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**.



United of Omaha
A Mutual of Omaha Company

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

Form 5671L-0295

John A. Sturgeon
President

W. James Stewart
Corporate Secretary

10230H3000

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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: UA7722948
POLICY OWNER: SEE APPLICATION OR ENDORSEMENT
ANNUITANT: ALFRED HAMILTON
ANNUITANT'S AGE AT ISSUE AND SEX: 86 MALE
ANNUITY TYPE: NON-QUALIFIED ANNUITY
DATE OF ISSUE: JUNE 28, 2000
ANNUITY STARTING DATE: JUNE 28, 2009
PLANNED PURCHASE PAYMENT: \$96,753.46
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

(4%-12%)

PAGE 3

10250H3000

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:

- Guaranteed Period** - We will pay the monthly income for a minimum of 10 years and as long thereafter as the annuitant lives; or
- 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:

- the Lifetime Monthly Income Table shown on page 12; or
- 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	100,623.58	91,567.46	
2	104,648.52	95,230.15	
3	108,834.46	100,998.38	
4	113,187.84	107,075.70	
5	117,715.35	113,477.60	
6	122,423.97	120,220.34	
7	127,320.93	127,320.93	
8	132,413.76	132,413.76	
9	137,710.31	137,710.31	
10	143,218.73	143,218.73	
11	148,947.48	148,947.48	
12	154,905.37	154,905.37	
13	161,101.59	161,101.59	
14	167,545.65	167,545.65	
15	174,247.48	174,247.48	
16	181,217.38	181,217.38	
17	188,466.07	188,466.07	
18	196,004.72	196,004.72	
19	203,844.91	203,844.91	
20	211,998.70	211,998.70	
AGE 95	137,710.31	137,710.31	

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				

**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



United Omaha
A Mutual of Omaha Company

Dudley

ANNUITY APPLICATION

Type of Annuity:

- Flexible Purchase Payment Single Purchase Payment Group Deferred Annuity

JUN 10 2000

Type of Plan:

- Non-Qualified
 Qualified Qualified Retirement Plan
- IRA 401(k) Defined Benefit
 SEP Profit Sharing Target Benefit
 TSA Money Purchase

Purchase payment mode:

- Single Premium Bank Service Plan
 1035 Exchange (NQ) Government allotment
 Rollover/Transfer (Q) Payroll Deduction
- Annual Monthly Annual
 Semi-Annual Quarterly Bi-Weekly
 Quarterly Semi-Annual Semi-Monthly
 Direct Monthly

Association Group Member: Yes No

Name of Association _____

\$ - 0- Amount paid with Application.

1. ANNUITANT Alfred Hamilton
Address 9902 Childress Drive
City Austin State TX ZIP _____
Social Security Number 458-24-4617
Telephone (512) 836-1938 Sex Male Female
Age 86 Date of Birth 5-12-14

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 Maurine Hamilton
Relationship to Owner Spouse Social Security or Tax I.D. No. 459-20-2593

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

Contingent 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

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) IL Annuity and Insurance Co. Policy Number(s) DAR0046543
418 East 2nd Ave. Rome, GA 30161 Ph#1-800-300-0519

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 Alfred Hamilton DATE 6-1-2000
 Signed at Austin City Texas State
 JOINT OWNER'S SIGNATURE _____ DATE _____
 Signed at _____ City _____ State _____
 PROPOSED ANNUITANT'S SIGNATURE Alfred Hamilton DATE _____
 (Age 15 or Over)

AGENT INFORMATION:

- 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.)
- 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. Fargnoli PHONE NUMBER 512-418-8998
 AGENCY ADDRESS 1149 Research Blvd #280 Austin
 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 Deferral Account. 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.



United of Omaha
A Mutual of Omaha Company

International Headquarters: Omaha, Nebraska



ALFRED HAMILTON
 9902 CHILDRESS DR
 AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7722948
 Report for 06/28/00 thru 06/28/01

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 ALFRED HAMILTON	
Your policy was issued on 06-28-00	
Your cash value as of 06/28/00 was	\$0.00
Add total contributions for the period	\$96,753.46
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	\$6,753.55
Your current cash value as of 06/28/01 is	\$103,507.01

The net surrender value of the policy is \$94,191.38

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	\$141,682.69
At current interest rate	\$161,917.31

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 JUNE 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%.

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
POLICYOWNER SERVICES DIVISION
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68103-9736
(402) 342-7600



**Mutual of Omaha
Companies**

Coverage underwritten by
United of Omaha Life Insurance Company



Mutual of Omaha

ALFRED HAMILTON
 9902 CHILDRESS DR
 AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7722948
 Report for 06/28/01 thru 06/28/02

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 ALFRED HAMILTON	
Your policy was issued on 06-28-00	
Your cash value as of 06/28/01 was	\$103,507.01
Add total contributions for the period	\$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	\$5,955.18
Your current cash value as of 06/28/02 is	\$109,462.19

The net surrender value of the policy is \$99,610.59

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	\$144,066.80
At current interest rate	\$159,256.76

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 JUNE is 5.75%. 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.

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MUTUAL OF OMAHA COMPANIES
POLICYOWNER SERVICES DIVISION
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68103-9736
(402) 342-7600



Mutual of Omaha

Coverage underwritten by
United of Omaha Life Insurance Company



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

ALFRED HAMILTON
 9902 CHILDRESS DR
 AUSTIN TX 78753-4332

Your Annual Statement

Policy Number UA7722948
 Report for 06/28/02 thru 06/28/03

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 these contributions.

YOUR ANNUITY AT A GLANCE

Benefits are for ALFRED HAMILTON	
Your policy was issued on 06-28-00	
Your cash value as of 06/28/02 was	\$109,462.19
Add total contributions for the period	\$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	\$6,021.17
Your current cash value as of 06/28/03 is	\$115,483.36

The net surrender value of the policy is \$107,168.56

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	\$146,144.72
At current interest rate	\$152,583.41

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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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 JUNE 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%.

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MUTUAL OF OMAHA COMPANIES
POLICYOWNER SERVICES DIVISION
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68103-9736
(402) 342-7600

--
BRIAN PAUL DUDLEY



**Mutual of Omaha
Companies**