

SERFF Tracking Number: UNTD-126385359 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
Company Tracking Number: 902-GAQC-09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) Group Annuity Contract
Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: 401(k) Group Annuity Contract SERFF Tr Num: UNTD-126385359 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44355

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: 902-GAQC-09

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Phyllis Gunter, Jake

Disposition Date: 02/24/2010

Curtiss, Lisa Lehan, Amy

Lawrenson, Shannon Taylor, Kyle

Smith, Mick Messbarger

Date Submitted: 12/15/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 12/11/2009

Implementation Date:

State Filing Description:

General Information

Project Name: 401(k) Group Annuity Contract & Application

Project Number: 902-GAQC-09

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/24/2010

Deemer Date:

Submitted By: Shannon Taylor

Filing Description:

December 15, 2009

NAIC ID No. 261-69868

NE ID No. 76860

Re: Form Types: 401(k) Contract

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/11/2009

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 12/21/2009

Created By: Phyllis Gunter

Corresponding Filing Tracking Number:

SERFF Tracking Number: UNTD-126385359 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
Company Tracking Number: 902-GAQC-09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) Group Annuity Contract
Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09
401(k) Application
Form Numbers: Form 902-GAQC-09
Form 902-GAQA-09

Dear Filing Specialist:

Enclosed and submitted for approval is United of Omaha Life Insurance Company's ("United") Form 902-GAQC-09, a nonparticipating, unallocated group variable annuity contract ("Contract") and Form 902-GAQA-09, the Application ("Application") which will be used with the Contract. The Nebraska Department of Insurance approved this filing December 11, 2009. This Contract has been designed for the 401(k) qualified plan market, but will accept contributions from 401(a) qualified plans as well as governmental plans qualified under Section 414(d) of the Internal Revenue Code (the "Code") and is exempt from registration under Section 3(a)(2) of the Securities Act of 1933. This Contract will be marketed to plan sponsors and employers sponsoring these types of qualified and governmental plans by agents, individual brokers, and wholesalers and also may be directly marketed by United.

All variable text is highlighted and optional text is [bracketed]. This form is in final printed form and may be subject to change regarding paper stock, print style (not font size), corporate secretary signature, corporate signature and corporate logo. Section numbers and references may change as optional sections are deleted. This form does not contain any provisions which we know to be controversial by industry or company standards.

This Contract offers a variety of investment options of varying risk and return characteristics to enable plan sponsors to satisfy the diversification requirements of Section 404(c) of the Code. United's guaranteed investment option (guaranteed by United's general asset account) is available through investment in the Maturity Account(s) of this Contract. Interest rates for a Maturity Account with a standard investment term of five (5) years (terms of one (1) to ten (10) years are also available upon request) are declared monthly and are net of Contract expenses.

The Contract also provides for investment in United's Separate Account K (see Article III) under which the amount of return varies with the performance of the investment fund. Since this plan will be marketed exclusively to retirement plans qualified under Code Sections 401(a) and governmental plans under Sections 414(d), Separate Account K is exempt from registration under Section 3(c)(11) of the Investment Company Act of 1940. Separate Account K is subdivided into Subaccounts for which separate investment records are established and maintained. The investments underlying each Subaccount include Mutual Funds, Managed Portfolios, Collective/Commingled Funds and Asset Allocation Models. Provisions explaining the general operation of the Subaccounts are found in Article III of the Contract and more detailed information concerning the Subaccounts can be found in Table B which is attached.

Purchases, withdrawals and transfers are processed each Business Day both to and from the Maturity Account and the Subaccounts. In addition, Participant directed transfers can be made among the Contract's investment options. If the Plan Sponsor chooses to offer a Competing Fund as defined in Section 1.05, transfers between the Competing Fund

SERFF Tracking Number: UNTD-126385359 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
Company Tracking Number: 902-GAQC-09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) Group Annuity Contract
Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

and the Maturity Account(s) will be subject to the restrictions in Sections 1.05 and 2.09.

Contract Section 5.01 discusses Administrative Fees. The Contract provides three (3) options for administrative fees: (1) flat fee custom pricing; (2) custom pricing with break points; and (3) rate card pricing. The applicable administrative fee provision will be the result of Contractholder negotiations. The Contract also provides for a negotiable Surrender Fee that may be included in the Contract as well as a "free look" period at the beginning of the Contract period during which any Surrender Fee would not apply.

Thank you for considering this filing for approval. In order to expedite your review process, if you have any questions regarding this filing, please contact me by telephone at 1-800-356-3436, extension 6966 or via email at mick.messbarger@mutualofomaha.com. He can also be reached via fax at 1-402-997-1901.

Sincerely,

Merrill F. (Mick) Messbarger
Compliance Manager | Retirement Plans Division
United of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175

Company and Contact

Filing Contact Information

Jake Curtiss, Compliance Consultant jake.curtiss@mutualofomaha.com
Mutual of Omaha Plaza 402-351-4193 [Phone]
Omaha, NE 68175-0001 402-997-1901 [FAX]

Filing Company Information

United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska
S-4, Retirement Plans Division Group Code: 261 Company Type:
Mutual of Omaha Plaza Group Name: State ID Number:
Omaha, NE 68175 FEIN Number: 47-0322111
(402) 351-6926 ext. [Phone]

Filing Fees

SERFF Tracking Number: UNTD-126385359 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
Company Tracking Number: 902-GAQC-09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) Group Annuity Contract
Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$20.00	12/15/2009	32790509

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/24/2010	02/24/2010
Approved-Closed	Linda Bird	12/21/2009	12/21/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	401(k) Group Annuity Application	Jake Curtiss	02/23/2010	02/23/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen filing	Note To Filer	Linda Bird	02/23/2010	02/23/2010

SERFF Tracking Number: *UNTD-126385359* *State:* *Arkansas*
Filing Company: *United of Omaha Life Insurance Company* *State Tracking Number:* *44355*
Company Tracking Number: *902-GAQC-09*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *401(k) Group Annuity Contract*
Project Name/Number: *401(k) Group Annuity Contract & Application/902-GAQC-09*

Disposition

Disposition Date: 02/24/2010

Implementation Date:

Status: Approved-Closed

Comment: Company has amended the original application submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (<i>revised</i>)	401(k) Group Annuity Application		Yes
Form	401(k) Group Annuity Application	Replaced	Yes
Form	401(k) Group Annuity Contract		Yes

SERFF Tracking Number: *UNTD-126385359* *State:* *Arkansas*
Filing Company: *United of Omaha Life Insurance Company* *State Tracking Number:* *44355*
Company Tracking Number: *902-GAQC-09*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *401(k) Group Annuity Contract*
Project Name/Number: *401(k) Group Annuity Contract & Application/902-GAQC-09*

Disposition

Disposition Date: 12/21/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (<i>revised</i>)	401(k) Group Annuity Application		Yes
Form	401(k) Group Annuity Application	Replaced	Yes
Form	401(k) Group Annuity Contract		Yes

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Amendment Letter

Submitted Date: 02/23/2010

Comments:

Please see the revised application attached to the Product Forms tab. The only change between this document and the previously approved form is the addition of the fraud language.

Thank you for your assistance,

Jake Curtiss
 Compliance Consultant - Retirement Plans Division
 Mutual of Omaha / United Life Insurance Company
 (402) 351-4193
 (800) 356-3436
 jake.curtiss@mutualofomaha.com

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
902-GAQA-09(AR)	Application/E401(k) enrollment Form	Group Annuity Application	Initial				0.000	902-GAQA-09(AR).pdf

SERFF Tracking Number: *UNTD-126385359* *State:* *Arkansas*
Filing Company: *United of Omaha Life Insurance Company* *State Tracking Number:* *44355*
Company Tracking Number: *902-GAQC-09*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *401(k) Group Annuity Contract*
Project Name/Number: *401(k) Group Annuity Contract & Application/902-GAQC-09*

Note To Filer

Created By:

Linda Bird on 02/23/2010 10:37 AM

Last Edited By:

Linda Bird

Submitted On:

02/23/2010 10:37 AM

Subject:

Request to reopen filing

Comments:

Filing has been reopened in order for correction to be made.

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Form Schedule

Lead Form Number: 902-GAQC-09

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	902-GAQA-09(AR)	Application/Enrollment Form	401(k) Group Annuity Application	Initial		0.000	902-GAQA-09(AR).pdf
	902-GAQC-09	Policy/Contract/Fraternal Certificate	401(k) Group Annuity Contract	Initial			902-GAQC-09_121009_Annotated_.pdf

UNITED OF OMAHA LIFE INSURANCE COMPANY

issues this Nonparticipating Unallocated Group Variable Annuity Contract

(herein called the "Contract") to:

¹TRUSTEES OF ABC COMPANY 401(k) RETIREMENT PLAN

(herein called the "Contractholder")

PLAN NAME: ²ABC RETIREMENT PLAN

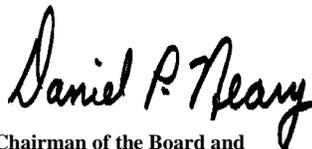
CONTRACT NUMBER: SAVE-³12345

EFFECTIVE DATE: ⁴January 1, 2010

This Contract is issued in consideration of the Contractholder's application and the Contributions to be paid to United. United will make the payments provided for in this Contract in accordance with the provisions on the subsequent pages which are hereby made a part of this Contract.

Payments and Contract values that are based on the investment results of the Separate Account are variable and may increase or decrease. Specific dollar amounts are not guaranteed.

This Contract is subject to and shall be construed according to the laws of the jurisdiction in which it is delivered by United as of the Effective Date



Chairman of the Board and
Chief Executive Officer



Corporate Secretary



Mutual of Omaha

**UNITED OF OMAHA LIFE
INSURANCE COMPANY**

A MUTUAL of OMAHA COMPANY

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS 1
ARTICLE II	CONTRIBUTIONS AND ACCOUNTS..... 3
2.01.	Conditions for Contributions..... 3
2.02.	Timing of Contributions and Purchases 4
2.03.	Choice of Accounts 4
2.04.	Holding Account..... 4
2.05.	Contribution Limits..... 5
2.06.	Termination of Contributions..... 5
2.07.	Maturity Accounts..... 5
2.08.	Maturity Account Balance 5
2.09.	Participant Directed Transfers..... 6
2.10.	Managed Accounts..... 6
[2.11.	Transfer Benefit 7]
ARTICLE III	SEPARATE ACCOUNT K..... 7
3.01.	General..... 7
3.02.	Subaccounts 8
3.03.	Unit Purchases 9
3.04.	Valuation of Units..... 9
3.05.	Proxy Solicitation and Voting Rights 9
3.06.	Redemption Right 10
3.07.	Changes to Subaccounts..... 10
ARTICLE IV	WITHDRAWAL AND PAYMENT OPTIONS..... 11
4.01.	General..... 11
4.02.	Annuity Purchase Withdrawal 11
4.03.	Plan Benefit Withdrawals 12
4.04.	Clone Contract Withdrawal..... 13
4.05.	Employer Directed Withdrawals..... 14
4.06.	Order of Withdrawal from Maturity Accounts..... 15
ARTICLE V	EXPENSES 15
5.01.	Administrative Fee 15
5.02.	Investment Fee 16
5.03.	Liquidation Charge 17
5.04.	Specific Charges 18
[5.05.	Surrender Fee 18]
ARTICLE VI	TERMINATION 19
6.01.	Termination by the Contractholder 19
6.02.	Termination by United 19
ARTICLE VII	GENERAL PROVISIONS 19
7.01.	Amendment 19
7.02.	Entire Contract 20
7.03.	Assignment 20
7.04.	Services 20
7.05.	Information 20
7.06.	Plan 20

TABLE OF CONTENTS
(continued)

	Page
7.07. Qualified Plan Status.....	20
7.08. Omissions or Misstatements	21
7.09. Beneficiary and Joint Annuitant.....	21
7.10. Evidence of Survival.....	22
7.11. Facility of Payment	22
7.12. Currency.....	22
7.13. Number	22
7.14. Agreement.....	22
7.15. Notices	22
TABLE A NONPARTICIPATING IMMEDIATE ANNUITY PURCHASE RATES.....	23
TABLE B SUBACCOUNTS.....	24

ARTICLE I

DEFINITIONS

- 1.01. Annuitant.** A person for whom an annuity has been purchased pursuant to Section 4.02.
- 1.02. Annuity Purchase Withdrawal.** A Withdrawal from this Contract which is used to purchase an annuity from United.
- 1.03. Beneficiary.** The person entitled to receive the death benefit of an Annuity Purchase Withdrawal or a Plan Benefit Withdrawal under this Contract. A Participant may designate the Beneficiary or make a Beneficiary designation change by completing United's required beneficiary designation form.
- 1.04. Business Day.** Each day that the New York Stock Exchange is open for business.
- 1.05. Competing Fund.** Any investment option under the Plan not offered under this Contract (i) the assets of which have a target average duration of less than or equal to ⁵three (3) years or (ii) that seeks to maintain a stable value per unit or share.
- 1.06. Contract.** This Nonparticipating Unallocated Group Variable Annuity Contract, including all Tables and any Riders attached hereto or incorporated herein.
- 1.07. Contract Fund.** All money held in the Holding Account, Maturity Accounts and Separate Account K Subaccounts of this Contract.
- 1.08. Contract Year.** The twelve (12) month period commencing January 1 unless the Contractholder elects a different twelve (12) month period filed in a written notice to United prior to the Effective Date. The first Contract Year will begin on the Effective Date and may be less than twelve (12) months.
- 1.09. Contractholder.** The party named on the face page of this Contract to whom this Contract is issued.
- 1.10. Contributions.** Plan assets transferred to United for investment under this Contract.
- 1.11. Default Fund.** The Maturity Account or Subaccount selected by the Contractholder for the investment of Contributions for which United does not otherwise receive proper investment directions.
- 1.12. Employer.** The corporation or firm named as employer in the Plan and any successor by change of name, merger, purchase of stock, or purchase of assets.
- 1.13. Employer Directed Withdrawal.** Any Withdrawal from a Maturity Account prior to the end of the Maturity Account Term which does not qualify as a Participant Directed Transfer, an Annuity Purchase Withdrawal or a Plan Benefit Withdrawal.

- 1.14. Guaranteed Interest Rate.** A rate of interest declared periodically by United applicable to the Maturity Accounts of this Contract and guaranteed by United's general asset account. All Contributions and Transfers made to a Maturity Account will be credited with the Guaranteed Interest Rate in effect for the day Unit purchases are settled.
- 1.15. Holding Account.** An account used exclusively for temporary investment as provided in Section 2.04.
- 1.16. Liquidation Charge.** A charge assessed if an Employer Directed Withdrawal is made prior to the Maturity Date of a Maturity Account, unless otherwise provided in the Contract.
- 1.17. Maturity Account.** An account of this Contract in which Contributions that are directed to such account are held for a fixed period of time as part of United's general asset account. Each Maturity Account will record all activity affecting the balance of such Maturity Account during the Maturity Account Term.
- 1.18. Maturity Account Term.** The period of time specified in Section 2.07 beginning when Contributions are made to a Maturity Account and ending on the Maturity Date.
- 1.19. Maturity Date.** The last day of the month of the Maturity Account Term.
- 1.20. Net Asset Value.** The market value of all assets of a Subaccount as determined by United on each Business Day, less the investment fee and the administrative fee provided for in Article V of this Contract.
- 1.21. Participant.** Any eligible person who participates in the Plan.
- 1.22. Participant Directed Transfer.** A Transfer to another funding option of the Plan initiated by a Participant.
- 1.23. Plan.** The plan named on the face page of this Contract.
- 1.24. Plan Benefit Withdrawal.** A Withdrawal from the Holding Account, the Maturity Accounts or Subaccounts of this Contract in order to pay a benefit as stated in Section 4.03.
- 1.25. Principal.** The dollar value of a Contribution or Transfer to one of the accounts of this Contract on the date of such Contribution or Transfer.
- 1.26. Separate Account K.** An insurance company separate account established by United which reflects the investment experience of the assets allocated to it, is unaffected by any gains or losses on United's general asset account or any other separate account, and is maintained in accordance with the laws of the State of Nebraska.
- 1.27. Subaccount.** Each underlying subaccount of Separate Account K which is identified in Table B, and each other underlying subaccount of Separate Account K now or

hereafter established, for which separate investment records are established and maintained. The investments recorded for each Subaccount may be any of the following: (a) shares of a mutual fund; (b) units of a collective/commingled fund; (c) actively managed securities, cash or other property, referred to herein as managed portfolios; or (d) Units of other Subaccounts of Separate Account K. Each Subaccount established under Separate Account K and its type of investment is identified in Table B or will be identified in a supplement to Table B adopted by United. The assets of each Subaccount will be invested solely in the investment identified to such Subaccount in Table B or a supplement thereto, and United shall have no responsibility or authority to exercise any discretion with respect to the investment of the assets of a Subaccount.

- 1.28. Trade Date.** The Business Day on which United purchases or redeems Units in the Maturity Accounts or Subaccounts of this Contract.
- 1.29. Transfer.** A transfer of assets between any of the following: the Holding Account, Maturity Accounts or Subaccounts maintained under this Contract.
- 1.30. ⁶[Transfer Benefit.** An amount paid by United in connection with Contributions transferred from another contract or funding vehicle as provided in Section 2.11.]
- 1.31. Unit.** An accounting measure used to quantify the amount of ownership that results from Contributions to, Withdrawals from, and Transfers to and from the Holding Account, any of the Maturity Accounts or Subaccounts of this Contract.
- 1.32. United.** United of Omaha Life Insurance Company, a Nebraska corporation, located at ⁷Mutual of Omaha Plaza, Omaha, Nebraska 68175-0001.
- 1.33. Withdrawal.** A payment from this Contract to a Participant or the Contractholder, or to such party designated by the Contractholder or Participant.

ARTICLE II

CONTRIBUTIONS AND ACCOUNTS

- 2.01. Conditions for Contributions.** In order for the Contractholder to be eligible to make Contributions under the Contract, the following conditions must be satisfied:
- A. The Plan pursuant to which contributions are being made must authorize the purchase of this Contract and must be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (“IRC”), or must be a governmental plan as defined in IRC Section 414(d), and if the Plan covers any self-employed individuals who are treated as employees under IRC Section 401(c)(1), such Plan must comply with Rule 180 of the Securities Act of 1933.

- B. If any common stock or other security issued by the Employer or such Employer's affiliate is included as part of the Subaccount investments, then the Contractholder will be prohibited from making Contributions that would cause the total value of the Contractholder's Units (together with the Units of any other plan maintained by the Employer or its affiliate) to exceed ten percent (10%) of the Net Asset Value of the applicable Subaccount as of any Business Day.

- 2.02. Timing of Contributions and Purchases.** The Contractholder may make Contributions under the Contract on any Business Day. Contributions may be made by either electronic transfer or by check. Contributions received after normal business hours or on a day that is not a Business Day will be deemed to be received as of the next following Business Day. United will purchase Units in the Maturity Accounts or Subaccounts as soon as reasonably possible following its receipt of available funds and proper instructions, generally on the same Business Day or the next Business Day. United does not guarantee that Units will be purchased on a given date or that interest or earnings will be credited during the period of time required to complete a purchase, provided that United's normal business processes are followed and any delays result from causes beyond United's control.
- 2.03. Choice of Accounts.** Contributions may be directed to a Maturity Account or any of the Subaccounts as provided in this Contract. The Contractholder or Participants will provide United or its designee with proper directions as to the portion of each Contribution to be allocated to each account. Any Contributions for which proper directions are not provided will be credited to the Plan's Default Fund pending further instruction from the Contractholder or Participant.
- 2.04. Holding Account.** A Holding Account will be available for Contractholder investment of unallocated funds or for Contributions received without allocation directions. Contributions invested in the Holding Account will be held as a part of United's general asset account. United guarantees the Principal of deposits and any interest earned while held in the Holding Account. An interest rate will be declared for the Holding Account on a monthly basis applicable for all Contributions and Transfers received during the monthly period. The Contractholder may obtain the current monthly interest rate applicable to the Holding Account by contacting United.

The Holding Account balance as of any date will be equal to the amount of Contributions and Transfers credited to the account, plus interest credited, less any Transfers or Withdrawals from the account. Interest will compound daily and will be credited to the account on a daily basis. Interest will be credited on the Contributions and Transfers to the account from the date Units are purchased in the Holding Account until the date of Withdrawal or Transfer. No interest will be earned or credited to funds on the Business Day in which they are either withdrawn or transferred. Interest will not be earned or credited on February 29th.

The Holding Account is generally not available for Participant directed investment. However, individual Participant account balances may be invested in the Holding Account on a temporary basis as agreed to by United.

- 2.05. Contribution Limits.** United reserves the right to limit the maximum amount of Contributions directed to any Maturity Account of this Contract to no more than ⁸fifty thousand dollars (\$50,000.00). Contributions exceeding this amount may be invested in a new Maturity Account with the same Maturity Date and a Guaranteed Interest Rate declared by United based on current rates.
- 2.06. Termination of Contributions.** Subject to Article VI, the Contractholder's right to make Contributions under this Contract will automatically renew each Contract Year unless United sends written notice to the Contractholder at least ⁹sixty (60) days before the beginning of the next Contract Year that no additional Contributions will be accepted under this Contract on or after the first day of that Contract Year. United's decision not to accept additional Contributions will have no effect on the Contract provisions as they apply to Contributions previously received under this Contract.
- 2.07. Maturity Accounts.** Contributions directed to the Maturity Accounts will be held as a part of United's general asset account. United guarantees the Principal of Contributions held in the Maturity Accounts and interest earned on those Contributions less any charges due under this Contract.

At least once a month, a new Guaranteed Interest Rate will be declared for all Contributions directed to a Maturity Account and received within the given calendar month for the applicable Maturity Account Term. Each Maturity Account will receive contributions only during the given calendar month. Each Maturity Account will have a Maturity Account Term equal to ¹⁰five (5) consecutive twelve (12) month periods beginning as of the first day of the month in which Contributions are received. If requested by the Contractholder and agreed to in writing by United, additional Maturity Accounts (e.g., for Maturity Account Terms ranging from two (2) to seven (7) years) will be established at United's then-current Guaranteed Interest Rates. The Contractholder may obtain the then-current monthly Guaranteed Interest Rates for the Maturity Accounts by contacting United.

Once a Maturity Account is established, its Maturity Date will remain unchanged and will continue in effect until the Maturity Account is terminated and all funds are transferred or withdrawn from it as provided for in Section 6.01. At the Maturity Date, funds will automatically be reinvested into the Maturity Account accepting Contributions for the current month as described above. Funds attributable to reinvestment will not be included in the determination of whether the Contribution limits for funds directed to the Maturity Account during the calendar month is reached, as stated in Section 2.05.

- 2.08. Maturity Account Balance.** A Maturity Account balance as of any date prior to the end of a Maturity Account Term will be equal to Contributions and Transfers credited to the Maturity Account, plus interest credited less any Transfers, Withdrawals or fees deducted from the Maturity Account. Interest will compound daily and will be credited to the Maturity Account on a daily basis. Interest will be credited on the Contributions and Transfers to the Maturity Account from the date Unit purchases are settled to the Maturity Date, or if earlier, the date of Withdrawal or Transfer. No

interest will be earned or credited to funds on the Business Day of a Withdrawal or Transfer. Interest will not be earned or credited on February 29th.

2.09. Participant Directed Transfers. Except as otherwise provided in this Section 2.09, Participant Directed Transfers are permitted according to Plan provisions among the Maturity Account(s), Subaccounts and any investment options not offered under this Contract, provided that proper instructions are received from the Participant. Any investment options offered outside of the Contract will be governed according to Plan provisions and any agreements relating to those investment options. Transfers may be made between the investment options offered under this Contract subject to any fund imposed limits on the frequency or timing of trades including redemption fees in certain funds. In addition, United reserves the right to restrict Transfers by Participants who are making frequent Transfers that violate United's frequent trading policy applicable to the investment options under this Contract. Failure by the underlying fund or United to take action in any one or more instances with respect to this section shall not be deemed or construed as a further or continuing waiver of this section.

To the extent available through the third party administrator for the Plan, a Participant may direct the third party administrator to automatically rebalance the Participant's account to predetermined percentages of investment options under the Contract selected by the Participant. Any Transfers made by or at the direction of the third party administrator pursuant to such direction by the Participant will be treated as Participant Directed Transfers under the Contract.

If the Contractholder chooses to offer a Competing Fund for Participant investment outside of this Contract, then Participant Directed Transfers between the Competing Fund and the Maturity Accounts will be administered as follows.

A Participant Directed Transfer cannot be made from the Maturity Account(s) of this Contract directly to a Competing Fund. If the Participant Directed Transfer is to be made to a Competing Fund, then the transferred amount must be held by the Plan trustee for a period of at least ninety (90) days in an investment option of the Plan other than a Competing Fund.

In the event there is an unusual volume of Participant Directed Transfers or Withdrawals, such that United reasonably concludes that an Employer Directed Withdrawal has occurred, United reserves the right to apply the provisions of Section 5.03 or, at its option, to pay the amount of the requested Withdrawals and charge the Employer a Liquidation Charge as determined under Section 5.03.

2.10. Managed Accounts. United has entered into agreements with certain registered investment advisors who may be appointed by the Contractholder as an investment manager for the Plan to manage Participant accounts using the Maturity Accounts and Subaccounts under the Contract. The terms and conditions of such managed account services will be set forth in a separate agreement between the Contractholder and the investment advisor. Such investment advisors may direct Transfers of Participant

accounts among the Maturity Accounts and Subaccounts, but may not direct any Withdrawals from the Contract Fund.

- 2.11.** ¹¹[**Transfer Benefit.** In connection with Contributions under this Contract that are transferred from another contract or funding vehicle, United will pay a Transfer Benefit based on the contract liquidation charges paid by the Employer or assessed against plan assets by a prior investment provider in connection with the transfer of assets. United will pay the Transfer Benefit as directed by the Contractholder to either: (a) the Contractholder or, if the Contractholder is not the Employer, to the Employer; or (b) to the Contract Fund for the benefit of Participants.

If the Contractholder directs United to pay the Transfer Benefit to the Contractholder or the Employer, United will pay the Transfer Benefit as soon as reasonably possible following receipt of evidence acceptable to United that the Contractholder or Employer has made Contributions of this amount under the Contract which have been credited to Participant accounts.

If the Contractholder directs United to pay the Transfer Benefit to the Contract Fund for the benefit of Participants, the Contractholder will provide United with written directions that provide all information necessary to allocate the Transfer Benefit among the Maturity Account and the appropriate Subaccounts of the Contract and United will apply the Transfer Benefit according to these instructions as soon as reasonably possible following United's receipt of these instructions and acceptable documentation of the amount of the Transfer Benefit. Units will be purchased in the Contractholder's name with the portion of the Transfer Benefit that is directed to each Subaccount and, for this purpose, the portion of the Transfer Benefit that is directed to each Subaccount will be treated in the same manner as Contributions. The portion of the Transfer Benefit that is directed to the Maturity Account will be treated in the same manner as Contributions for purposes of Sections 2.05, 2.07 and 2.08.

In exchange for the Transfer Benefit, the administrative fee set forth in Section 5.01 may be increased and the surrender fee, as set forth in Section 5.05, if applicable, will be applied.]

ARTICLE III

SEPARATE ACCOUNT K

- 3.01. General.** United has exclusive ownership and control of all assets in the Subaccounts of Separate Account K and is not a trustee with respect to such funds. United does not guarantee the Principal of or rate of return on Contributions or Transfers to the Subaccounts. The assets of the Subaccounts shall not be chargeable with liabilities arising out of any other business that United may conduct. The assets of each Subaccount will be invested solely in the investment identified to such Subaccount in Table B or a supplement thereto, and United shall have no responsibility or authority to exercise any discretion with respect to the investment of the assets of a Subaccount.

This Contract is exempt from registration under Section 3(a)(2) of the Securities Act of 1933. Separate Account K is exempt from registration under Section 3(c)(11) of the Investment Company Act of 1940.

3.02. Subaccounts. The Subaccounts available for receiving Contributions or Transfers are listed in Table B. The Subaccounts listed in Table B are grouped according to the types of investment that are made for each Subaccount.

- A. **Mutual Funds.** For each Subaccount where the type of investment is referred to as a mutual fund, United has established a Subaccount to invest solely in the shares of the mutual fund which is identified in Table B and which is registered under the Securities Act of 1933. A full description of the investment objectives, policies, fees and redemption and/or transfer restrictions, if any, of the mutual fund is set forth in the mutual fund prospectus for each such fund. Units purchased in such Subaccounts will participate in the realized and unrealized gains and/or losses experienced by the mutual fund. As stated in Table B, United may receive shareholder service fees or other fees from the mutual funds in connection with services to be provided by United or its designee.
- B. **Managed Portfolios.** For each Subaccount where the type of investment is referred to as a managed portfolio, United has established a Subaccount to invest in securities, cash, and other property which are selected by the investment manager who is identified in Table B and who is appointed to serve as an investment manager for the Plan by the Contractholder. Units purchased in such Subaccounts will participate in the realized and unrealized gains and/or losses experienced by the managed portfolio. The investment objective of the Subaccount is described generally in Table B and in the fund profile available on United's internet website. A full description of the investment objectives and policies is on file with United.
- C. **Collective/Commingled Funds.** For each Subaccount where the type of investment is referred to as a collective/commingled fund, United has established a Subaccount to invest solely in the units of a collective/commingled fund which is identified in Table B. The investment objective of the collective/commingled fund is described generally in Table B. A full description of the investment objectives, policies and fees of the collective/commingled fund is set forth in the trust agreement for each such collective/commingled fund, a copy of which will be provided to the Contractholder by United. The trust agreement for each collective/commingled fund is made a part of this Contract. The trust's investment manager is identified in Table B and is appointed to serve as an investment manager for the Plan by the Contractholder. Units purchased in such Subaccount will participate in the realized and unrealized gains and/or losses experienced by the collective/commingled fund.
- D. **Asset Allocation Models.** For each Subaccount where the type of investment is referred to as an asset allocation model, United or its designee invests in Units of Subaccounts (prior to the assessment of any administrative fees) according to pre-defined asset allocation percentages set forth in Table B. United or its designee will rebalance the Subaccount by purchasing or redeeming Units of Subaccounts as of the

last Business Day of January, April, July and October if any percentage resulting from actual investment performance is at least ¹²five percent (5%) more or ¹²five percent (5%) less than the pre-defined percentage. Units purchased in the asset allocation models will participate in the realized and unrealized gains and/or losses experienced by the underlying Subaccounts of the asset allocation model.

3.03. Unit Purchases. The number of Subaccount Units purchased and credited is calculated by dividing the amount of Contributions or Transfers to the Subaccount (or the amount of Withdrawals or Transfers from the Subaccount) by the dollar value of one Unit as of the Trade Date. The number of Units once purchased is not affected by any subsequent change in the dollar value of a Unit, but the dollar value of a Unit varies depending on the investment experience of the Subaccount.

3.04. Valuation of Units. The dollar value of a Unit for any Business Day is determined as described below.

- A. The Net Asset Value of a mutual fund Subaccount is determined by taking the market value of the mutual fund shares as of the applicable Business Day, less the investment fee described in Section 5.02 and Table B, less the administrative fee described in Section 5.01.
- B. The Net Asset Value of a managed portfolio Subaccount is determined by taking the market value of the investments in the Subaccount as of the applicable Business Day, less the investment fee described in Section 5.02 and Table B, less the administrative fee described in Section 5.01.
- C. The Net Asset Value of a collective/commingled fund Subaccount is determined by taking the fair value of the collective/commingled fund units (defined in the trust agreement for each collective/commingled fund) as of the applicable Business Day, less the investment fee described in Section 5.02 and Table B, less the administrative fee described in Section 5.01.
- D. The Net Asset Value of an asset allocation model Subaccount is determined by taking the market value of the Units in the underlying Subaccounts (the market value of each underlying Subaccount will be determined as described above except that the administrative fee of Section 5.01 will not be applied) as of the applicable Business Day, less the portfolio expense described in Section 5.02 and Table B, less the administrative fee described in Section 5.01.
- E. The dollar value of a Unit of the Subaccount on any Business Day is determined by dividing the Net Asset Value of the Subaccount on such Business Day by the total number of Units of the Subaccount as of the prior Business Day.

3.05. Proxy Solicitation and Voting Rights. Any proxy solicitation and voting rights for shares held within the Subaccounts other than the mutual fund Subaccounts will be exercised exclusively by the investment manager on behalf of Participants and Beneficiaries. United will exercise any proxy solicitation and voting rights for the Mutual Fund Subaccounts. Abstention votes may be cast on proxy proposals related

to social responsibility issues where such proposals are deemed to have insignificant economic impact.

3.06. Redemption Right. The Contractholder or Participant may redeem Units on any Business Day provided that United or its designee has received notice in a manner designated by United. United will redeem Units in the Subaccount(s) as soon as reasonably possible provided that available funds and proper instructions have been received. The amount redeemed is based on the Unit value determined in accordance with Section 3.04 as of the Trade Date. Redemptions of Units in Subaccounts invested in mutual funds may be subject to redemption restrictions or fees as set forth in the mutual fund prospectus for each such fund.

3.07. Changes to Subaccounts. United reserves the unilateral right to amend Table B and Section 5.01 with respect to the Subaccounts of this Contract at any time by providing at least thirty (30) days prior written notice, to include the following changes:

- A. Discontinue or add a Subaccount, or change how the Subaccount is invested;
- B. Replace a Subaccount with a new Subaccount with similar objectives to which existing assets and future contributions from the current Subaccount will be transferred;
- C. Replace the investment manager for a Subaccount;
- D. Change the investment objectives of a Subaccount;
- E. Change the investment fee of a Subaccount stated in Section 5.02 and Table B;
- F. Change the pre-defined allocation percentages of an asset allocation model Subaccount;
- G. Change the fee schedule for the administrative fee stated in Section 5.01.

The contents of such written notice will disclose the nature of the proposed change to the applicable Subaccount, the adjustment, if any, of any fees paid to United in the administration of the Subaccount, and the effective date of the change. If the Contractholder or a Plan fiduciary does not object to the change by providing United with written notice received by first class mail or fax before the end of the thirty (30) day period, the Contractholder or Plan fiduciary will be deemed to have consented to the change and United will implement such change with respect to all future and existing Contributions received under this Contract as of the effective date of the change, unless the last paragraph of this Section applies.

For changes pursuant to paragraph B, the contents of such written notice will disclose the Subaccount to be replaced, the replacing Subaccount, that United will transfer existing assets and future Contributions from the replaced Subaccount into the replacing Subaccount or if no replacing Subaccount is identified, to the Plan's Default Fund, and the effective date of the change. If the Contractholder or a Plan fiduciary does not object

to the change by providing United with written notice received by first class mail or fax before the end of the thirty (30) day period, the Contractholder or Plan fiduciary will be deemed to have consented to the change and transfer of existing and future Contributions and United will implement such change with respect to all future and existing Contributions received under this Contract as of the effective date of the change, unless the last paragraph of this Section applies.

If United receives written notice of objection to the change (as described above) from the Contractholder or a Plan fiduciary within the thirty (30) day period, the Contractholder will be given an additional sixty (60) days from the end of the thirty (30) day period to terminate the Contract with United according to the provisions of Section 6.01 of this Contract before the change takes effect. The change will take effect at the end of the sixty (60) day termination period regardless of whether the Contractholder has completed Contract termination. Also, if the Contractholder or a Plan fiduciary does not object, but United receives written notice of objection from any other contractholder or a plan fiduciary, the change will take effect at the end of the sixty (60) day termination period (or such earlier date as the change can take effect consistent with this paragraph).

ARTICLE IV

WITHDRAWAL AND PAYMENT OPTIONS

- 4.01. General.** The Contractholder may make Withdrawals from the Maturity Accounts or Subaccounts on the behalf of Participants in accordance with the provisions of the Plan and subject to the provisions of this Article. If the Contractholder requests that a Withdrawal or Transfer be made from any of the applicable Subaccounts of this Contract, the amount will be withdrawn from such Subaccount, provided that such Withdrawal or Transfer does not exceed the Net Asset Value of the Subaccount as of the date the Withdrawal or Transfer is made and subject to the notice and payment limitations, if any, imposed by the underlying investment in which the Subaccount is invested. Withdrawals from the Maturity Accounts or Subaccounts may be delayed due to the close of the New York Stock Exchange or due to the declaration of emergency by the Securities and Exchange Commission.
- 4.02. Annuity Purchase Withdrawal.** The Contractholder or a Participant (if authorized by the Contractholder) may elect to purchase an annuity from United by providing United with a written notice which specifies:
- A. the name, mailing address, social security number, date of birth and sex of the Participant for whom the annuity is to be purchased;
 - B. the annuity form;
 - C. the date on which annuity payments are to begin;

- D. the annuity amount;
- E. the portion of the annuity amount contributed by the Participant; and
- F. such other information as United deems necessary.

United is entitled to rely on the accuracy of the information provided by either the Contractholder or the Participant and has no duty to look beyond or question such information.

The amount of the Annuity Purchase Withdrawal will be determined by the Contractholder or the Participant (if authorized by the Contractholder). Annuity Purchase Withdrawals may be made from a Maturity Account at any time during a Maturity Account Term and are not subject to a Liquidation Charge. Annuity Purchase Withdrawals from a Subaccount will be made at market value, provided such Withdrawal does not exceed the Net Asset Value of the Separate Account. If the amount of an Annuity Purchase Withdrawal is less than five thousand dollars (\$5,000.00), United reserves the right to pay the Annuity Purchase Withdrawal in a single sum.

The annuity forms available for selection under the Contract will include life contingency and term certain annuities in addition to any other forms offered by United at the time of the annuity purchase. Life contingency options include Life Only and 50% and 75% Joint and Survivor annuity forms. Term certain options include 60, 120, and 180 Month Period Certain annuity forms.

The cost of an annuity will be equal to the annuity set-up charge, the premium amount based on United's purchase rates and a charge equal to any state premium tax, if applicable, paid by United as a result of such annuity purchase. The annuity set-up charge is a one-time fee equal to ¹³four hundred fifty dollars (\$450) for life contingency annuities and term certain annuities, and will be included in the cost of the annuity unless paid separately by the Contractholder. The annuity purchase rates for an annuity will be the more favorable to the Contractholder or the Participant of the appropriate annuity purchase rates calculated using the mortality and interest rate assumptions specified in Table A, as applicable, or the annuity purchase rates declared by United for the week in which the annuity is purchased.

Annuity payments will be made by United as agreed to in writing between United and the Contractholder or Participant (if authorized by the Contractholder) and as specified in the annuity certificate issued by United to the Participant. The annuity certificate will describe the amount and terms of the annuity payments purchased.

United guarantees the annuity payments to each Participant for whom an annuity is purchased under this Contract. The Contractholder is unaffected by any gains or losses on the reserve maintained by United to provide the annuity payments.

4.03. Plan Benefit Withdrawals. A Withdrawal which qualifies as a Plan Benefit Withdrawal may be made from a Maturity Account at any time during a Maturity Account Term and will not be subject to the Liquidation Charge. A Plan Benefit

Withdrawal from the Subaccounts will be paid at market value provided such Withdrawal does not exceed the Net Asset Value of the Subaccount as of the date the Withdrawal is made. To qualify as a Plan Benefit Withdrawal, the Withdrawal must be paid on account of:

- A. the Participant's retirement, death, disability or other termination of employment from the Employer;
- B. the Participant's attainment of age 59 1/2 subject to the Plan's limitations on in-service withdrawals, if provided by the Plan;
- C. the Participant incurring a financial hardship as defined in the Plan and approved by the Plan administrator, if provided by the Plan;
- D. a Withdrawal by a Participant of his voluntary nondeductible contributions, if provided by the Plan; or
- E. a loan by the Plan to a Participant, subject to the Plan's limitations on Participant loans, if provided by the Plan. (Funds that are redeposited to this Contract due to repayment of a loan will be credited to the Maturity Account established for the month in which the repayment is received by United, or to the Subaccount, if applicable.)

For purposes of making Plan Benefit Withdrawals from the Maturity Account(s) for reasons listed in (A) above, termination of employment by a Participant means voluntary termination which requires a benefit payment to the Participant under the terms of the Plan. Termination of employment by a Participant is not deemed to have occurred as a result of Plan termination, disqualification of the plan under Section 401(a) of the IRC, or an Employer initiated event when an identifiable group of Participants ceases to be covered by the Plan attributable to an employer bankruptcy, group layoff, merger, acquisition, spin-off, consolidation, reorganization, divestiture or sale of a subsidiary, plant closing, early retirement program, or other group termination of employment.

After a Plan termination or an Employer initiated event, payments will not qualify as Plan Benefit Withdrawals.

- 4.04. Clone Contract Withdrawal.** If any subsidiary, division or operating unit with Participants in the Plan is sold, merged or spun-off or otherwise terminates participation in the Plan, or if there is a merger or consolidation of the Plan with another plan or the spin-off of a portion of the assets in the Plan to another plan, and in connection therewith, the Contractholder requests a Withdrawal from the Contract Fund to transfer assets to another qualified retirement plan, then United and the authorized fiduciary of the new plan may enter into a clone contract with respect to such transferred assets that will be substantially similar to this Contract, except to the extent modifications are required in order to satisfy United's generally applicable criteria for issuance of contracts such as this Contract. The Guaranteed Interest Rate of the Maturity Account(s) of the clone contract will be as agreed to in writing

between United and the Contractholder prior to the date on which the Withdrawal is made. Clone contract Withdrawals made from the Maturity Account(s) of this Contract prior to their Maturity Date will not be subject to a Liquidation Charge. Withdrawals from the Subaccounts which are transferred to a clone contract will be paid at market value provided such Withdrawals do not exceed the Net Asset Value of the Subaccount as of the date the Withdrawal is made and subject to the notice and payment limitations, if any, imposed by the underlying investment in which the Subaccount is invested. A fee will be payable to United in connection with the issuance of a clone contract, the amount of which will be determined by United prior to the issuance of the clone contract.

- 4.05. Employer Directed Withdrawals.** Withdrawals from the Maturity Accounts other than Annuity Purchase Withdrawals, Participant Directed Transfers and Plan Benefit Withdrawals that are made prior to the Maturity Date of a Maturity Account will be deemed Employer Directed Withdrawals and are subject to the Liquidation Charge in Section 5.03 unless otherwise provided below. Withdrawals or Participant Directed Transfers from the Maturity Accounts resulting from any communication by or on behalf of the Employer or a Plan fiduciary that could be reasonably expected to induce or influence Participants to make such Withdrawals or Transfers, as determined by United, will be deemed to be Employer Directed Withdrawals. United reserves the right to delay payment of an Employer Directed Withdrawal from the Maturity Account(s) of this Contract for up to ¹⁴ **one hundred and eighty (180) days** from the date of the request.

The following Employer Directed Withdrawals will not be subject to a Liquidation Charge or to the withdrawal restrictions contained in this Section:

- A. Withdrawals requested for purposes of transferring monies from this Contract to a clone contract as provided in Section 4.04;
- B. Withdrawals made when a Maturity Account reaches its Maturity Date;
- C. Withdrawals requested as excess contributions as defined by IRC § 401(k)(3);
- D. Withdrawals requested as excess deferrals as defined by IRC § 402(g) or Treasury Regulation §1.457-4(e);
- E. Withdrawals requested as excess aggregate contributions as defined by IRC § 401(m);
- F. Withdrawals requested as excess annual additions as defined by IRC § 415; and
- G. Withdrawals made for payment of Plan administration expenses, if permitted under the applicable Plan document.

Employer Directed Withdrawals from the Subaccounts will be paid at market value provided such Withdrawals do not exceed the Net Asset Value of the Subaccounts as of the date the Withdrawal is made.

4.06. Order of Withdrawal from Maturity Accounts. The amount of any Withdrawals from the Maturity Accounts of this Contract will be withdrawn on a pro rata basis from each of the Maturity Accounts of this Contract. The amount to be withdrawn from each Maturity Account will be determined by taking a fraction with a numerator equal to the applicable Maturity Account balance and a denominator equal to the total of all Maturity Account balances of the Contract multiplied by the amount of the Withdrawal.

ARTICLE V

EXPENSES

5.01. Administrative Fee. An administrative fee will be assessed on the balance of the Contract Fund; such fee covers general Contract expenses including Contract distribution, administration, communications, investment consulting, accounting and trust expenses. The administrative fee may also cover any subsidy paid by United for the recordkeeping or other plan-related fees otherwise payable to any third party by the Contractholder or other related entity. United reserves the unilateral right to change the administrative fee percentage or schedule under this Section 5.01 at any time, subject to the requirements of Section 3.07.

¹⁵ **[THE FOLLOWING PROVISION WILL BE USED IN CONTRACTS WITH FLAT FEE CUSTOM PRICING]**

¹⁵ [The administrative fee percentage will be ¹⁶ **one percent (1.0%)** of the Contract Fund balance. The administrative fee will be calculated daily by dividing the administrative fee percentage by 365, then multiplying the quotient by the total amount of the Contract Fund balance.]

¹⁷ **[THE FOLLOWING PROVISION WILL BE USED IN CUSTOM PRICED CONTRACTS WITH BREAKPOINT SCHEDULES]**

¹⁷ [The administrative fee will be determined according to the following schedule:

Total amount of all Contract Fund balances	Administrative fee percentage
¹⁸ \$0 to All Assets	¹⁹ 0.00 to 2.50%

The administrative fee will be calculated daily by dividing the administrative fee percentage by 365, then multiplying the quotient by the total amount of the Contract Fund balance.

According to the schedule above, the administrative fee percentage will initially be determined based on the expected total amount of transferred assets to be deposited to the Contract. Transferred assets are monies paid to United by the Contractholder or another investment provider as a single sum on a nonrecurring basis and directed to the Holding

Account, Maturity Account(s) or Subaccount(s) under the Contract during the first Contract Year. Thereafter, as of the first Business Day of each ²⁰December, United will review the total amount of all Contract Fund balances of this Contract for purposes of determining the appropriate administrative fee percentage. The administrative fee percentage will be adjusted according to this schedule, if appropriate, to be effective as soon as administratively feasible after ²¹January 1 of the immediately following calendar ²²[year][month]. United will provide written notice of any adjustment in the administrative fee percentage.]

²³[THE FOLLOWING PROVISION WILL BE USED IN CONTRACTS WITH RATE CARD PRICING]

²³[The administrative fee will be determined according to the following schedule:

Transferred assets	Administrative fee percentage
²⁴ \$0 to All Assets	²⁵ 0.00% to 2.50%

The administrative fee will be calculated daily by dividing the administrative fee percentage by 365, then multiplying the quotient by the total amount of the Contract Fund balance.

According to the schedule above, the administrative fee percentage will initially be determined based on the expected total amount of transferred assets to be deposited to the Contract. Transferred assets are monies paid to United by the Contractholder or another investment provider as a single sum on a nonrecurring basis and directed to the Holding Account, Maturity Account(s) or Subaccount(s) under the Contract. The administrative fee percentage may be adjusted according to this schedule once within the first twelve (12) months of the Contract term to reflect the actual total amount of transferred assets deposited to the Contract. United will provide advance written notice of any adjustment in the administrative fee percentage.]

²⁶[THE FOLLOWING PROVISION WILL BE USED IN CONTRACTS WHERE THE CONTRACTHOLDER IS BILLED DIRECTLY FOR THE ADMINISTRATIVE FEES] ²⁶[The administrative fee will be billed to the Contractholder for payment. Statements will be sent to the Contractholder no more frequently than monthly and no less frequently than annually for payment. If any fees billed under this Contract remain unpaid ²⁷sixty (60) days after the billing date, United will deduct such fees from the Contract Fund.]

5.02. Investment Fee. An investment fee will be assessed on the balance of each Subaccount under the Contract Fund as set forth in Table B. The investment fee covers all investment-related expenses incurred by United and the underlying fund or portfolio of the Subaccount (except brokerage commissions and other direct trade costs that are included in the purchase or sale price of securities held in the fund or portfolio). The investment fees for each Subaccount are set forth in Table B. The investment fees are in addition to the administrative fee set forth in Section 5.01. Investment fees are charged based on the fund’s average daily net assets, and include

the expense ratio charged by mutual funds (which is stated in the fund's prospectus and may change as indicated in the prospectus), management fees paid to the investment manager of the managed portfolios and collective/commingled funds, and a product charge or portfolio expense charge by United for investment services under the Contract. The total investment fees will reduce the Net Asset Value as specified in Section 3.04. In addition to the expense ratio, mutual funds may charge redemption fees in certain circumstances as stated in the mutual fund's prospectus.

5.03. Liquidation Charge. A Liquidation Charge will be assessed on Employer Directed Withdrawals as provided in Section 4.05 made from the Maturity Account(s) of this Contract.

If a Liquidation Charge is due, the amount of the Liquidation Charge will be determined based on the Guaranteed Interest Rate in effect for new Contributions as compared to the five (5) year Maturity Account Term for the month in which the Employer Directed Withdrawal is made. The Liquidation Charge will be determined as follows:

- A. If the Guaranteed Interest Rate (of the new Maturity Account for the current month) plus one and one-quarter percent (1.25%) is equal to or less than the Guaranteed Interest Rate of the Maturity Account from which the Employer Directed Withdrawal is to be made, the Liquidation Charge will be zero (\$0.00).
- B. If the Guaranteed Interest Rate (of the new Maturity Account for the current month) plus one and one-quarter percent (1.25%) is greater than the Guaranteed Interest Rate of the Maturity Account from which the Employer Directed Withdrawal is to be made, the Liquidation Charge will be equal to:
 1. the Guaranteed Interest Rate (of the new Maturity Account for the current month) plus one and one-quarter percent (1.25%) less the Guaranteed Interest Rate of the Maturity Account from which the Employer Directed Withdrawal is to be made; multiplied by
 2. the remaining Maturity Account Term of the Maturity Account from which the Employer Directed Withdrawal is to be made (determined by the number of days remaining in the Maturity Account Term divided by 365); multiplied by
 3. the amount of the Withdrawal.

Any Liquidation Charge will be deducted from the applicable Maturity Account(s) at the time of the Employer Directed Withdrawal. United reserves the right to delay payment of an Employer Directed Withdrawal for up to ²⁸one hundred and eighty (180) days from the date of a request.

Neither an Employer Directed Withdrawal from the Subaccounts nor Participant Directed Transfers will be subject to a Liquidation Charge.

No Liquidation Charge will be applied if the Contractholder terminates the Contract as a result of a Contract amendment made pursuant to Section 3.07.

5.04. Specific Charges. Charges for any specific services requested in writing by the Contractholder and agreed to in writing by United, which are in addition to the services specified in this Contract, will be due prior to United’s performance of the requested service. Any charge for specific services requested by the Contractholder and performed by United may be separately paid by the Contractholder to United or United may deduct such charges from the Contract Fund at the direction of the Contractholder.

Any charges for managed account services under Section 2.10 will be deducted from the Participant accounts being managed by the investment advisor at the direction of the Contractholder or the Participant.

5.05. ²⁹**[Surrender Fee.** If the Contractholder terminates this Contract before this Contract has been in effect for the Transfer Benefit purchase period of ³⁰five (5) years, the Contractholder will be charged a surrender fee based on the total amount of assets invested in the Contract Fund. ³¹[The Contractholder will have an initial ³²nine (9) month grace period from the effective date of the Contract in which the Contract may be terminated without incurring the surrender fee. If the Contract is terminated during the ³²nine (9) month grace period, the Contractholder must return the full value of the Transfer Benefit prior to funds being released from the Contract.] The surrender fee will decline with the period of time the Contract is in effect as follows:

Contract Period	Fee (as a percentage of the Contract Fund)
³³ Zero to twelve months	³⁴ 3%
Thirteen to twenty-four months	3%
Twenty-five to thirty-six months	2%
Thirty-seven to forty-eight months	2%
Forty-nine to sixty months	1%
Sixty-one months or more	0%

United will bill the Contractholder for payment of the surrender fee upon receiving the Contractholder’s written notice of termination. Payment of the balance of the Maturity Accounts and Subaccounts upon termination will be subject to receipt of the surrender fee by United. If United does not receive the surrender fee within sixty (60) days of the date of United’s bill to the Contractholder, United will deduct the surrender fee from the Contract Fund and pay the balance of the Contract Fund to the Contractholder.

No surrender fee will be applied if the Contractholder terminates the Contract as a result of a Contract Amendment made pursuant to Section 3.07.]

ARTICLE VI

TERMINATION

- 6.01. Termination by the Contractholder.** The Contractholder may terminate this Contract by providing prior written notice of termination to United. United will pay to the Contractholder (or entity designated by the Contractholder in writing) the balances of the Maturity Account(s), no later than ³⁵one hundred eighty (180) days after written notice to terminate this Contract is received by United. United will pay to the Contractholder (or entity designated by the Contractholder in writing) the balances of the Subaccounts and Holding Account as soon as administratively possible, subject to the provisions of Article III. Payments by United from the Contract Fund will be subject to United's receipt of payment of all applicable fees and charges due to United under this Contract. When the Contract Fund has a zero balance, the Contract will terminate in full satisfaction of United's liability, except for United's liability for payments due under any annuity certificates issued under this Contract.
- 6.02. Termination by United.** United may terminate this Contract, for any reason, by providing ³⁶sixty (60) days prior written notice to the Contractholder. United will pay the balances in the Holding Account and Subaccounts to the Contractholder (or entity designated by the Contractholder in writing) without assessing any surrender fees as soon as administratively possible, subject to the provisions of Article III. United will pay the balances in the Maturity Account(s) no later than ³⁷one hundred eighty (180) days after written notice to terminate this Contract is given by United without assessing any Liquidation Charges or surrender fees, unless otherwise agreed upon by the Contractholder and United. Payments by United from the Contract Fund will be subject to United's receipt of payment of all applicable fees and charges due to United under this Contract. When the Contract Fund has a zero balance, the Contract will terminate in full satisfaction of United's liability, except for United's liability for payments due under any annuity certificates issued under this Contract.

ARTICLE VII

GENERAL PROVISIONS

- 7.01. Amendment.** United reserves the unilateral right to:
- A. Make any amendment of this Contract at any time which may be required or deemed advisable by United to comply with or respond to changes in governing federal or state law. Any such amendment may be made retroactive to the Effective Date of this Contract. United will send the Contractholder written notice of any such amendment.
 - B. Amend the annuity purchase rates in effect under this Contract as provided in Table A and the one time annuity purchase charge applicable to life contingency and term certain annuities in Section 4.02 upon ³⁸sixty (60) days prior written notice at any

time after the Contract has been in effect for ³⁹twenty-four (24) months. Any annuities purchased prior to the effective date of the amendment will be unaffected by the amendment.

- C. Amend at any time the frequency of declaring the Guaranteed Interest Rate as provided in Section 2.07. Any such amendment will become effective thirty (30) days after United gives written notice of the amendment to the Contractholder.
- D. Amend Table B and Section 5.01 pursuant to the terms of Section 3.07.

Amendments pursuant to paragraphs B, C and D of this Section will not become effective if the Contractholder provides United with its notice to terminate within the applicable notice period prior to the effective date of the Contract amendment. This Contract may be amended at any time as to any of its provisions by the mutual written agreement of United and the Contractholder without having to obtain the consent of any Participant or Beneficiary and any such amendment shall be binding and conclusive on each Participant or Beneficiary.

- 7.02. Entire Contract.** This Contract, any Tables and Riders attached hereto or incorporated herein, and the Application will constitute the entire Contract between United and the Contractholder.
- 7.03. Assignment.** No assignment of this Contract or of any benefits under it will be valid, except that this Contract may, with United's consent, be assigned to a trustee. All benefits will be exempt from the claims of creditors to the extent permitted by law.
- 7.04. Services.** The services to be provided by United under this Contract are specified in this Contract or other applicable written agreement(s) between United and the Contractholder. United's obligation to provide these services is conditioned upon the Contractholder providing United timely and accurate information. United may contract with other service providers to provide some of the services to be provided by United under this Contract.

Services not specified in this Contract but which are requested in writing by the Contractholder and are agreed to by United will be provided in accordance with such agreement.

- 7.05. Information.** United will provide to the Contractholder appropriate information from its records for the Contractholder's Annual Report filing with the federal government.
- 7.06. Plan.** Under no circumstances will United be considered a party to the Plan, or have any responsibility for its administration. United's duties and obligations are limited to those stated in this Contract. In discharging its duties and obligations under this Contract, United will rely conclusively on the information and instructions provided by the Contractholder. United will not be required to make reference to Plan provisions in discharging its duties and obligations under this Contract. No amendment to the Plan or change affecting Plan investment options which affects

United's duties and obligations will be effective for purposes of this Contract without United's written approval.

- 7.07. Qualified Plan Status.** By accepting this Contract, the Contractholder represents to United that the Plan meets the requirements for qualification under Sections 401(a) of the IRC or is a governmental plan as defined in Section 414(d) of the IRC. The Contractholder, upon being advised that the Plan no longer meets the above requirements, will so notify United as soon thereafter as is practicable.

If the Plan no longer meets the requirements for qualification under Sections 401(a) of the IRC or is no longer a governmental plan as defined in Section 414(d) of the IRC, this Contract will be terminated and the Contractholder will be subject to all charges applicable to termination initiated by the Contractholder as provided in Section 6.01.

7.08. Omissions or Misstatements.

- A. Misstatement of Age. If the age of the Participant has been misstated:
1. the amount payable under an Annuity Purchase Withdrawal under the Contract shall be such as the annuity amount contributed by the Plan Participant would have purchased at the correct age;
 2. any Plan Benefit Withdrawal under Section 4.03 of this Contract paid on account of the attainment of age 59 ½ or normal retirement age under the Plan may be adjusted or reversed to comply with the Plan's terms; and
 3. Any applicable IRS and/or state taxes, penalties, and interest may apply.
- B. Misstatement of Other Facts. If any other essential fact pertaining to the amount required to provide any benefit for a payee under this Contract has been omitted or misstated, the amount will be adjusted, insofar as possible, based on the true facts. If any essential fact pertaining to the amount required to provide any benefit for a payee under this Contract has been omitted or misstated, the amount will be adjusted, insofar as possible, based on the true facts.
- C. Adjustments. If an underpayment or an overpayment has been made, United will make an appropriate adjustment to any further payments due. If (a) an underpayment or an overpayment has been made, and (b) United has documented evidence of such underpayment or overpayment, including but not limited to (i) evidence that the underpayment or overpayment was clearly erroneous under the provisions of this Contract, (ii) the error which resulted in the underpayment or overpayment was not a mistake of law, and (iii) proper notice under state law has been provided by United to the payee, then United will make an appropriate adjustment to any further payments due. If no further payments are due, United will make an additional payment to the payee or may seek reimbursement from the payee or the Contractholder. United's liability will be limited to the amount of benefit that can be provided under the applicable Contract provisions on the basis of the true facts. However, if the Contractholder and United mutually agree, additional adjustments may be made.

- 7.09. Beneficiary and Joint Annuitant.** In the case of annuity benefits paid under this Contract, United will maintain records of any Beneficiary or joint annuitant to whom a benefit may be payable, and, when required, will make payment in accordance with the terms of the annuity certificate.
- 7.10. Evidence of Survival.** United may require evidence satisfactory to it that a payee entitled to annuity payments is living on the date any such payment is due. If satisfactory evidence is not furnished, no further payments will be made until such evidence is furnished.
- 7.11. Facility of Payment.** If any payee under this Contract is a minor or, in United's opinion, does not have the legal capacity to sign a receipt for payment and there is no court-appointed guardian or conservator, United will make the payments to the person or institution who, in its opinion, cares for or supports the payee until claim is made for the remainder of the payments by a court-appointed guardian or conservator. Such payments will completely discharge United's liability for the amounts paid, and United will not be obligated to oversee the application of the money so paid.
- 7.12. Currency.** All sums payable under this Contract will be payable in the lawful currency of the United States of America.
- 7.13. Number.** Whenever required by the context of this Contract, the singular includes the plural, and the plural the singular.
- 7.14. Agreement.** Whenever this Contract provides for agreement by United, this will mean the written agreement of an officer authorized to act on behalf of United.
- 7.15. Notices.** The Contractholder may present inquiries or obtain information about coverage or assistance in resolving complaints by calling ⁴⁰1-800-679-6019.

All notices provided for herein will be given by first class mail. Notices to the Contractholder will be addressed to the Contractholder's address as shown on United's records. Notices to United will be addressed to:

United of Omaha Life Insurance Company
⁴¹Mutual of Omaha Plaza
Omaha, Nebraska 68175

TABLE A

NONPARTICIPATING IMMEDIATE ANNUITY PURCHASE RATES

The actuarial basis for the annuitization rates is as follows: 1994 Group Annuity Reserving generational mortality table blended 50% male and 50% female, ALB and interest at 3%. The Participant's Age is determined as of the date the annuity is purchased. The annuity purchase rates do not include any premium tax that may apply.

**TABLE B
SUBACCOUNTS**

NOTE: Important information regarding this Table is contained in the endnotes at the end of this Table.

MUTUAL FUNDS¹

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴			Shareholder Service Fee ⁵
			Expense Ratio	Product Charge	Total (Expense Ratio + Product Charge)	
AllianceBernstein Small/Mid Cap Value Fund	AllianceBernstein L.P.	Long-term growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Allianz NFJ Dividend Value Fund	NFJ Investment Group, LP	Long-term growth of capital and income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Artio International Equity Fund II	Artio Global Management LLC	Long-term growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
BlackRock Capital Appreciation Portfolio	BlackRock Advisors, LLC	Long-term of growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
BlackRock High Yield Bond Portfolio	BlackRock Advisors, LLC	Maximize total return, consistent with income generation and prudent investment management	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Causeway International Value Fund	Causeway Capital Management, LLC	Long-term growth of capital and income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
CCM Capital Appreciation Fund	Cadence Capital Management	Growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Cohen & Steers Institutional Realty Shares	Cohen & Steers Capital Management, Inc.	Maximum total return	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Dreyfus/The Boston Company Small/Mid Cap Growth Portfolio	The Boston Company Asset Management, LLC	Long-term growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Evergreen Small-Mid Growth Fund	Evergreen Investment Management Company, LLC	Long-term growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Franklin Growth Fund	Franklin Advisors, Inc.	Capital appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Goldman Sachs High Yield Fund	Goldman Sachs Asset Management, LP	High level of current income and may also consider potential for capital appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Harbor Capital Appreciation Fund	Harbor Capital Advisors	Long-term growth of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
International Emerging Markets Fund	State Street Global Advisors	Maximize total return, generally through capital appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴			Shareholder Service Fee ⁵
			Expense Ratio	Product Charge	Total (Expense Ratio + Product Charge)	
Lord Abbett Fundamental Equity Fund	Lord, Abbett & Co., LLC	Long-term growth of capital and income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Metropolitan West Total Return Bond Fund	Metropolitan West Asset Management, LLC	Maximize long-term total return	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Oppenheimer Global Fund	OppenheimerFunds, Inc.	Capital appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
PIMCO Total Return Fund	Pacific Investment Management Company, LLC	Maximize total return, consistent with preservation of capital and prudent investment management	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Rainier Small/Mid Cap Equity Portfolio	Rainier Investment Management	Maximize long-term appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Royce Total Return Fund	Royce & Associates	Long-term growth of capital and current income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Target Small Capitalization Value Portfolio	Prudential Investments LLC	Above-average capital appreciation	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
T. Rowe Price Growth Stock Fund	T. Rowe Price Associates, Inc.	Long-term growth of capital and, secondary, dividend income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Vanguard® Global Equity Fund	Appointed by the Trustees of The Vanguard Group	Long-term appreciation of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Vanguard® Morgan Growth Fund	Appointed by the Trustees of The Vanguard Group	Long-term appreciation of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
Vanguard® Windsor II Fund	Appointed by the Trustees of The Vanguard Group	Long-term growth of capital and, secondarily, some dividend income	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%
William Blair Small-Mid Cap Growth I Fund	William Blair & Company, L.L.C.	Long-term appreciation of capital	0.00 - 1.50%	0.00 – 0.70%	0.00 – 2.20%	0.00 – 0.50%

MANAGED PORTFOLIOS

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴		
			Management Fee	Product Charge	Total (Manager Service Fee + Product Charge)
Growth Fund	RCM Capital Management LLC	Long-term capital appreciation	0.00 – 0.65%	0.00 – 0.75%	0.00 – 1.40%
Small Company Fund	Wellington Management Company, LLP	Capital appreciation	0.00 – 0.65%	0.00 – 0.75%	0.00 – 1.40%
Strategic Value Fund	Goldman Sachs Asset Management	Long-term growth of capital	0.00 – 0.65%	0.00 – 0.75%	0.00 – 1.40%
Stadion Actively Managed ETF Fund	Stadion Money Management, Inc.	Invests 100% in the Stadion Managed Growth Fund	0.00 – 0.65%	0.00 – 0.75%	0.00 – 1.40%
Stadion Managed Growth Fund ⁶	Stadion Money Management, Inc.	Long-term capital appreciation, while maintaining a degree of emphasis on capital preservation	0.00%	0.00 – 0.75%	0.00 – 0.75%
Stadion Managed Moderate Fund ⁶	Stadion Money Management, Inc.	Long-term capital appreciation, while maintaining a secondary emphasis on capital preservation	0.00%	0.00 – 0.75%	0.00 – 0.75%
Stadion Managed Conservative Fund ⁶	Stadion Money Management, Inc.	Long-term capital appreciation and capital preservation	0.00%	0.00 – 0.75%	0.00 – 0.75%

COLLECTIVE/COMMINGLED FUNDS

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴		
			Management Fee	Product Charge	Total (Manager Service Fee + Product Charge)
Bond Index Fund	State Street Global Advisors	Match the total return of the Barclays Capital Government/Credit Bond Index, gross of fees	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
Emerging Markets Index Fund	State Street Global Advisors	Match closely the returns of the cap weighted MSCI Emerging Markets Index	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴		
			Management Fee	Product Charge	Total (Manager Service Fee + Product Charge)
Growth Stock Index Fund	State Street Global Advisors	Track the performance, gross of fees, of an index that measures investment return of domestic large cap growth stocks	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
International Stock Index Fund	State Street Global Advisors	Track the performance of an index that measures investment return of stocks from developed markets outside North America	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
Mid Cap Stock Index Fund	State Street Global Advisors	Track the performance, gross of fees, of an index that measures investment return of domestic mid cap stocks	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
Mutual GlidePath 2005 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2010 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2015 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2020 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2025 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2030 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2035 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2040 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2045 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.75%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2050 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.50%	0.00 – 0.50%	0.00 – 1.25%
Mutual GlidePath 2055 ⁷	Wilmington Trust RISC	Long-term capital growth	0.00 – 0.50%	0.00 – 0.50%	0.00 – 1.25%
Small Cap Stock Index Fund	State Street Global Advisors	Track the performance, gross of fees, of an index that measures investment return of domestic small cap stocks	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
Stable Value Fund ⁶	Ameriprise Trust Company	Preserve principal and income while maximizing current income	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%

⁴² Subaccount ²	Investment Manager	Investment Objective ³	Investment Fee ⁴		
			Management Fee	Product Charge	Total (Manager Service Fee + Product Charge)
Stock Market Index Fund	State Street Global Advisors	Match, as closely as possible, the return of the S&P 500 Stock Index	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%
Value Stock Index Fund	State Street Global Advisors	Track the performance, gross of fees, of an index that measures return of domestic large cap value stocks	0.00 – 0.40%	0.00 – 0.50%	0.00 – 0.90%

ASSET ALLOCATION MODELS

⁴³ Subaccount ²	Subaccount Allocation	Portfolio Expense ⁸
International Developed Countries Fund	50% Causeway International Value Fund 50% Artio International Equity Fund II	0.00 – 0.10%
Mutual Directions 1 (Conservative)	50% Stable Value Fund ⁶ 30% Bond Index Fund 20% Stock Market Index Fund	0.00 – 0.10%
Mutual Directions 2 (Moderately Conservative)	30% Stable Value Fund ⁶ 30% Bond Index Fund 15% Stock Market Index Fund 10% International Developed Countries Fund 5% Strategic Value Fund 5% Growth Fund 5% Small Company Fund	0.00 – 0.10%
Mutual Directions 3 (Moderate)	40% Bond Index Fund 15% Stock Market Index Fund 10% Strategic Value Fund 10% Growth Fund 15% International Developed Countries Fund 10% Small Company Fund	0.00 – 0.10%
Mutual Directions 4 (Moderately Aggressive)	20% Bond Index Fund 15% Stock Market Index Fund 15% Strategic Value Fund 15% Growth Fund 15% International Developed Countries Fund 15% Small Company Fund 5% Emerging Markets Index Fund	0.00 – 0.10%

⁴³ Subaccount ²	Subaccount Allocation	Portfolio Expense ⁸
Mutual Directions 5 (Aggressive)	20% Strategic Value Fund 20% Growth Fund 20% Small Company Fund 20% International Developed Countries Fund 15% Stock Market Index Fund 5% Emerging Markets Index Fund	0.00 – 0.10%

1. Any special provisions, if applicable, will be stated in the mutual fund’s fund profiles available at ⁴⁴http://www.getretirementright.com/fund_profiles (e.g., trading restrictions).
2. Fund availability varies by Plan. Table B lists all of the Subaccounts available under the Contract.
3. A full description of the investment objective is provided in each fund’s investment profile, available at ⁴⁴http://www.getretirementright.com/fund_profiles.
4. The investment fees shown in Table B are in addition to the administrative fees set forth in the Contract. Investment fees are charged based on the fund’s average daily net assets, and include the expense ratio charged by mutual funds (which is stated in the fund’s prospectus and may change as indicated in the prospectus), or a management fee paid to the investment manager of the managed portfolios or collective/commingled funds, and a product charge by United for investment services under the Contract. The total investment fees will reduce the Net Asset Value as specified in Sections 1.20 and 3.04 of the Contract. In addition to the expense ratio, mutual funds may charge redemption fees in certain circumstances as stated in the mutual fund’s prospectus.
5. United of Omaha establishes omnibus accounts with fund companies by accumulating the assets of multiple plans into one account with each fund. Some fund companies reimburse United for individual plan and participant level accounting that United performs on the funds’ behalf.
6. Subaccount not available for Participant directed investment on a stand alone basis.
7. The average Investment Fee for the Mutual GlidePath Subaccounts is for illustrative purposes only and has been constructed according to the target allocations for each Subaccount. Actual Investment Fees accrue according to each underlying offering’s position each day and are subject to change. The average Investment Fee includes a 0.20% charge by the trustee for services provided.
8. A portfolio expense is charged by United for the Asset Allocation Models for additional services relating to these Subaccounts. The Asset Allocation Subaccount portfolio expense is in addition to the total investment fees charged for the Subaccount Allocations within the model.

*Call ⁴⁵1-800-679-6019 to present inquiries, obtain information about coverage and resolve complaints.

SERFF Tracking Number: UNTD-126385359 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
Company Tracking Number: 902-GAQC-09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) Group Annuity Contract
Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable to this filing		
Comments:		

SERFF Tracking Number: UNTD-126385359 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44355
 Company Tracking Number: 902-GAQC-09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: 401(k) Group Annuity Contract
 Project Name/Number: 401(k) Group Annuity Contract & Application/902-GAQC-09

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/15/2009	Form	401(k) Group Annuity Application	02/23/2010	902-GAQA-09.pdf (Superseded)

