

**BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY OF NEBRASKA**  
**A Stock Company**  
**3024 Harney Street**  
**Omaha, Nebraska 68131**  
**(402) 536-3100**

**SINGLE PREMIUM ANNUITY CONTRACT**

For valuable consideration, Berkshire Hathaway Life Insurance Company of Nebraska (herein called "BHLN") agrees that it will make the payments described in this Contract in accordance with the terms and conditions thereof. The amount and due date of each payment is shown on the SCHEDULE OF PAYMENTS.

**There is no cash value provided under this Contract. Payments may not be amended or accelerated.**

This Contract is a legal contract between Berkshire Hathaway Life Insurance Company of Nebraska and Owner.

Please read this Contract carefully.

Contract No.: [contract number]	Contract Date: [contract date]
Premium: [amount or valuable consideration]	
Certain Date (if any): [date of last guaranteed payment, if any, otherwise contract date]	
Owner:	
Owner Social Security No.: [social security #]	
Measuring Life: [name]	
Date of Birth and Sex of Measuring Life: [DOB of measuring life/Male or Female]	
Annuity Commencement Date: [first payment date]	
Payee: [payee, if any]	
Contingent Owner: The Estate of [Owner]	
Contingent Owner Social Security No.: Not applicable	

Signed for Berkshire Hathaway Life Insurance Company of Nebraska.

Assistant Secretary

President

**10 DAY RIGHT TO EXAMINE CONTRACT**

If the Owner returns the contract to BHLN within 10 days after its receipt and requests in writing that BHLN cancel the contract, BHLN will do so and refund the amount received to purchase the annuity less any payments made by BHLN.

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**Rights of Owner:**

The Owner stated on Page 1 of this Contract owns the annuity described in this Contract. The Owner will have the right at any time to designate or change the Payee to whom benefits are payable under the annuity. The Owner will have the right at any time to designate or to change the Contingent Owner. Unless the Owner otherwise directs, Berkshire Hathaway Life Insurance Company of Nebraska ("BHLN") will make all payments under this annuity to the Payee named in this Contract during the lifetime of the Payee and, thereafter, to the Owner. If no Payee is stated, the Payee shall be the Owner.

If the Owner dies while this Contract is in force and this Contract does not terminate on the date of the Owner's death, all rights of the Owner shall rest in the Contingent Owner, if living, and the Contingent Owner shall become the Owner. If no Contingent Owner is designated or the designated Contingent Owner is not alive at the Owner's death, all ownership rights shall vest in the Owner's estate or its successors.

No change in Payee or Contingent Owner will be effective until fifteen days following the date written notice of the change and required information, in a form acceptable to BHLN, is received by BHLN or such earlier date as BHLN shall elect.

The Owner is the sole person entitled to exercise any right or privilege under this Contract.

**Measuring Life:**

If no Measuring Life is scheduled in this Contract, the Owner shall be the Measuring Life. The Measuring Life may not be changed after the Contract Date. The Contingent Owner does not become the Measuring Life when the Owner dies.

**Proof of Living:**

BHLN may require proof that the Measuring Life, Payee, Owner or Contingent Owner is living on the date on which any payment is to be made. If proof is requested, no payment will be made until the proof has been received by BHLN.

- Payees:** If two or more Payees are designated and their respective interests are not specified: (i) their interests will be several and equal and; (ii) in the event of the death of a Payee, any payments due shall be divided equally among the surviving Payees. Multiple Payees may not be designated if the designation would result in any person receiving less than \$1,000 per payment.
- Contingent Owners:** If two or more Contingent Owners are designated and their respective interests are not specified: (i) their interests will be several and equal and; (ii) in the event of the death of a Contingent Owner, any payments due shall be divided equally among the surviving Contingent Owners. Multiple Contingent Owners may not be designated if the designation would result in any person receiving less than \$1,000 per payment.
- Owner Responsibility:** The Owner assumes all responsibility for claims against the Company arising out of any payments made as directed by the Owner. The Owner will hold the Company harmless and will indemnify and defend the Company for such claims.
- Entire Contract:** This Contract is the entire agreement between the Owner and BHLN.
- Amendments:** This Contract may only be amended by an endorsement signed by the President or a Vice President of BHLN and attested by BHLN's Secretary or Assistant Secretary.
- No Change or Waiver:** No sales representative or other person, except an officer of BHLN, may make or change any term or condition of this Contract or make any binding promises concerning this Contract on behalf of BHLN. No modification, interpretation or waiver of any provision of this Contract is valid unless it is in writing and signed by an officer of BHLN.
- Termination of Contract:**
- If the Measuring Life dies before the Certain Date, this Contract will remain in force and payments will continue to be made on each payment date in accordance with the SCHEDULE OF PAYMENTS. This Contract shall then terminate on the Certain Date. If no Certain Date is scheduled on this Contract, the Certain Date shall be the Contract Date and no payments are due under this Contract upon the death of the Measuring Life. Proof of the death of the Measuring Life must be promptly furnished to the Home Office of BHLN.
- If the Measuring Life dies after the Certain Date, this Contract shall terminate on that date of death. There will be no payment for the period between the payment date next preceding the Measuring Life's date of death and the date of death. Proof of the death of the Measuring Life's death must be furnished to the Home Office of BHLN promptly.
- If the Company makes any payments after the date this Contract should have terminated in accordance with this section, the Payee to whom such payments were made shall be liable to the Company for the amount of all such payments made to that Payee together with interest determined at the rate used in determining the purchase price of the annuity.

**Incontestability:** This Contract shall be incontestable after it has been in force during the lifetime of the Measuring Life, for a period of two years from its date of issue, except where stipulated payments to BHLN have not been made.

**Misstatements:** If the age or sex of the Measuring Life or any other relevant fact has been misstated, BHLN will not pay a greater amount under this Contract than would have been paid by BHLN if the correct information had been provided. Any overpayment of annuity by BHLN will, together with interest, be deducted from future annuity payments. The interest rate(s) will be that used in determining the purchase price of the annuity.

**Nonassignability of Claims of Creditors:** This Contract and the payments provided under this Contract are nonassignable and are held in trust for the Payee and Contingent Owner to the extent of their respective interests and will be exempt from the claims of any creditor of the Owner, Payee or Contingent Owner to the maximum extent permitted by law.

**No Change, No Surrender and No Loan:** No person may change the annuity payments, surrender this Contract for cash or borrow any amount from BHLN under this Contract. Neither the Owner nor any other person has the right to accelerate, defer, increase or decrease any payment required to be made under this Contract.

**No Participation (No Dividends):** This Contract is not eligible for any dividends. Neither the Owner nor any other person shall participate in the profits of BHLN.

**Currency:** Any money BHLN pays, or that is paid to BHLN, will be in United States currency. Any amount BHLN owes will be payable at BHLN's home office.

**Payee/Contingent Owner Direction:** BHLN will not be deemed to know of any direction to change Payee or Contingent Owner or of the death of any Payee, Owner or Contingent Owner until fifteen days after such written direction or information is received at BHLN's Home Office. BHLN is not obliged to assure that any payment direction is valid or sufficient.

**Schedule of Payment:** BHLN will make payments under this Contract to:  
[name]  
[address]