

FIRST BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY
A Stock Company
Marine Air Terminal
LaGuardia Airport
Flushing, New York 11371

Administrative Office Address:
3024 Harney Street
Omaha, Nebraska 68131
(402) 536-3100

NON-PARTICIPATING (NO DIVIDENDS)

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
(The "Contract")

First Berkshire Hathaway Life Insurance Company (herein called "FBHL") agrees that it will make the payments described in this Contract in accordance with the Contract's terms and conditions. The amount and due date of each payment is shown on the SCHEDULE OF PAYMENTS in Addendum No. 1.

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

This Contract is a legal contract between First Berkshire Hathaway Life Insurance Company and Owner.
Please read this Contract carefully.

Contract No.:	Contract Date:
Premium:	
Certain Date (if any):	
Owner:	
Owner TIN/Social Security No.:	
Measuring Life:	
Date of Birth and Sex of Measuring Life:	
Annuity Commencement Date:	
Payee:	
Payee Social Security No.:	
Contingent Owner:	

Signed for First Berkshire Hathaway Life Insurance Company.

Assistant Secretary

President

30 DAY RIGHT TO EXAMINE CONTRACT

The Owner may return the contract to FBHL within 30 days after its receipt and request in writing that FBHL cancel the contract. If the Owner so requests, FBHL will cancel the contract and refund the amount received to purchase the Contract, less any payments made by FBHL.

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SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Rights of Owner:

The Owner stated on Page 1 of this Contract owns the annuity described in this Contract. The Owner may at any time transfer ownership to another person or assign the remaining benefits payable under the annuity to a new Payee. The Owner may at any time designate or change the Contingent Owner. The Contingent Owner will become the Owner of this Contract upon the death of the Owner. Unless the Owner otherwise directs, First Berkshire Hathaway Life Insurance Company ("FBHL") 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.

While the Measuring Life or Lives, as applicable, are living, the Owner may assign this Contract. Under no circumstance may the Measuring Life be changed.

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. In that case, the Contingent Owner shall become the Owner. If no Contingent Owner is designated, or if 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 assignment, change in Owner, 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 FBHL, is received by FBHL or such earlier date as FBHL shall elect.

The Owner is the sole person entitled to exercise any right or privilege under this Contract. The Owner can exercise these rights without the consent of any beneficiary or any other person.

Measuring Life:

Payments under this Contract will continue during the "Measuring Life" or until the Certain Date, whichever is later. 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 Contract Date is the effective date of this Contract. The Measuring Life is the named person's life upon which continued payments beyond the Certain Date depends.

The Contingent Owner does not become the Measuring Life when the Owner dies.

Proof of Survival:

If this Contract is on the life of two Measuring Lives, payments will continue as long as either is living. If both Measuring Lives die before the Certain Date, payments will continue as provided in the Term of Contract Provision.

Payees:

FBHL 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 FBHL.

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 which consists of this Contract, any attached addenda and the attached copy of the application is the entire agreement between the Owner and FBHL.

Amendments:

This Contract may only be amended by an endorsement signed by the President or a Vice President of FBHL and attested by FBHL's Secretary or Assistant Secretary. Any amendment to this Contract may only be made with the written consent of the Owner.

No Change or Waiver:

No sales representative or other person, except an officer of FBHL, may make or change any term or condition of this Contract or make any binding promises concerning this Contract on behalf of FBHL. No modification, interpretation or waiver of any provision of this Contract is valid unless it is in writing and signed by an officer of FBHL.

Term of Contract:

"Certain Date" is the date through which payments are guaranteed. 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 in Addendum No. 1. 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 FBHL.

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 FBHL 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. The Payee's liability shall be equal to the sum of all such payments made to that Payee together with interest at the rate shown in Addendum No. 1.

Incontestability:

With respect to any statements, other than those relating to age, sex and identity, required as a condition of issuing this Contract, 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 the Contract Date. The foregoing shall not apply where stipulated payments to FBHL have not been made.

Misstatements:

If the age or sex of the Measuring Life has been misstated, FBHL will not pay a greater amount under this Contract than would have been paid by FBHL if the correct information had been provided. If too little or too much is paid because the age or sex was misstated, FBHL will increase or reduce later payments to adjust for the error. The adjustment will include interest. The interest rate will be the lesser of six percent or the rate shown on Addendum No. 1.

No Change, No Surrender and No Loan:

This Contract does not have any cash value or loan value. No person may change the annuity payments, surrender this Contract for cash or borrow any amount from FBHL 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 FBHL.

Currency, Payee/Contingent Owner Direction:

Any money FBHL pays, or that is paid to FBHL, will be in United States currency. Any amount FBHL owes will be payable at FBHL's Administrative Office in Omaha, Nebraska.

FBHL 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 our Administrative Office. FBHL is not obliged to assure that any payment direction is valid or sufficient.

Compliance with Statute:

Any paid-up annuity, cash surrender or death benefit that may be available under this Contract is not less than the minimum benefits required by any statute of the state in which the Contract is delivered.

Interest Rate:

The mortality table and interest rate used in calculating the payments under this annuity are as shown in Addendum No. 1.

Correspondence:

All notices to FBHL concerning this Contract shall be directed to First Berkshire Hathaway Life Insurance Company, Administrative Office, 3024 Harney Street, Omaha, Nebraska 68131.

CONTRACT NO.:

Addendum No. 1

Payment Direction: FBHL will make payments under this Contract to:

**Schedule
of Payments:**

Interest Rate:

Mortality Table: Annuity 2000