

# UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL OF OMAHA COMPANY

3300 Mutual of Omaha Plaza, Omaha, NE 68175 1-800-617-2861



_____ Name of Plaintiff	_____ Date of Settlement Agreement
_____ Name of Attorney	_____ Firm Name

I understand that United of Omaha Life Insurance Company, Mutual of Omaha Structured Settlement Company and Mutual of Omaha Insurance Company (referred to collectively herein as "Mutual") cannot, and have not provided tax advice to me and/or the Firm. I understand that neither I, nor the Firm is to construe the following information as tax advice.

I understand that before structuring the attorney fee portion of a structured settlement, I and the Firm should consult with our tax advisors for tax advice regarding the conclusion drawn in Internal Revenue Service ("IRS") Technical Advice Memoranda 9134004, 9134005 and 9134006, the applicable section of the Internal Revenue Code, the possible impact of a challenge to this treatment by the IRS and/or state tax authorities, adverse tax consequences and any other tax advice. I understand that adverse tax consequences are possible if I structure my attorney fee. I understand that in order to structure my attorney fee, I must sign and return this Hold Harmless Agreement to Mutual because a properly executed Hold Harmless Agreement must be received before the annuity contract can be issued.

### HOLD HARMLESS AGREEMENT

I and the Firm represent that prior to, or concurrently with entering into the settlement agreement referenced above, I and the Firm will waive for myself and the Firm, any rights that I and the Firm have to any of the above-referenced Plaintiff's recovery with respect to the amount of the attorney fees to be structured that any applicable state attorney's lien or common law decision might confer on me or the Firm (other than rights created under the settlement agreement).

I and the Firm understand and agree that:

- by structuring my attorney fee on the above-referenced case, I and/or the Firm might not achieve the tax consequences we desire and the Firm and I have considered the possible impact of a challenge to the tax treatment by the IRS and/or state tax authorities;
- risk of adverse tax consequences (federal, state, or local) will be borne by myself and the Firm alone;
- regardless of when taxes are due on the fee, under no circumstances may the periodic payments be assigned, accelerated, deferred, increased or decreased; and
- we may not sell, mortgage, encumber or anticipate the periodic payments by assignment or otherwise.

I and the Firm agree to indemnify and hold harmless Mutual, its subsidiaries, affiliates, officers, attorneys, agents and employees against and from any cost, penalties, fees or damages of any type, or any loss or expense incurred by me or the Firm as a result of structuring my fee.

_____ Signature of Attorney	_____ Date	_____ Signature of Partner/Officer of Firm*	_____ Date
_____ Printed Name of Attorney		_____ Printed Name of Partner/Officer of Firm*	

\_\_\_\_\_  
Firm Name

\* If the attorney practices as part of a Partnership or PC, or if payments are to be made payable to the Firm, a Partner or Officer of the Firm must sign this Hold Harmless Agreement.