

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



December 11, 2002

Mr. Thomas Hayes
Special Deputy City Attorney
City of Milwaukee
Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, Wisconsin 53202-3551

Re: Group Policies GLUG-83Y2 & GSL-83Y3

Dear Mr. Hayes:

United of Omaha Life Insurance Company ("United") and the City of Milwaukee (the "City") intend that Group Policies GLUG-38Y2 and GLUG-83Y3 ("Contracts") to be issued by United on January 1, 2003 will be consistent with the provisions of City Ordinance 350-25 ("Ordinance") as such Ordinance existed on November 19, 2002. Notwithstanding the foregoing, the parties acknowledge that United shall be required to pay benefits and determine eligibility according to, and otherwise comply with, the terms of the Contracts based upon United's interpretation of the terms of the Contracts. However, if United and the City agree that there is a conflict between one or both of the Contracts and the Ordinance, the parties shall reasonably cooperate to attempt to resolve the conflict. United may, in its sole discretion, determine that the terms of the Contract(s) need to be revised in order to adequately resolve the conflict. In such event, United shall take appropriate actions to revise the terms of the Contract(s), including seeking any necessary regulatory approval of proposed changes to the Contract(s). If United determines that it is necessary to revise the terms of the Contract(s) in order to resolve a conflict between the Contract(s) and the Ordinance, the Contract(s) shall not be deemed to be revised until United has taken all appropriate steps to revise the Contract(s), including obtaining any necessary regulatory approvals.

Sincerely,

G. Michael Bowman
Vice President, Product Line Underwriting

CC: Geoff Apgar