

Administrative Office
PO Box 2271
Omaha, NE 68103-2271



Gerber Life
Insurance Company

General Agent
Commission Advance Amendment

This Amendment (“Amendment”) together with any rights under the Agreement which should be assigned and all rights and privileges granted to Company contained herein may be assigned to any party by Company without the permission or consent of the General Agent (“GA”) and this Amendment is hereby assigned, effective immediately upon execution, to an assignee (“Assignee”) selected by Company and Assignee shall have the right to require compliance with and to enforce the terms and conditions of this Amendment.

A. Commission Advances.

1. The Company agrees to provide GA with advances of certain commissions (“Advances”) upon issuance of Products.
2. GA may receive Advances on Products as made available to GA from time to time. Advances will not be made on internal replacement business. Company may make additional products available for Advances or discontinue Advances on Products in its sole discretion.
3. Advances will be paid based on the mode GA selects in this Amendment. Advances will be calculated in accordance with the terms and conditions established by the Company, which may be changed from time to time at Company’s sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement. The maximum Advance for each policy will be \$500.00.

B. Payment of Advances.

Advances are subject to all provisions of the Agreement. The Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA to the Company. Further, the Company shall have absolute and complete discretion to determine whether applications submitted by GA qualify for Advances.

C. Interest on Advances.

1. Company will charge simple interest at the rate of 1% per month on outstanding

advanced balance for each policy with unearned advanced commissions. Interest will be calculated as of the last pay cycle of the month.

2. Company reserves the right to charge interest on all outstanding Advances and such interest rates may be adjusted from time to time by Company.
3. All Advances, together with unpaid and accrued interest thereon, are due and payable upon demand by Company.

D. Security for Indebtedness.

1. GA grants to Company a security interest in and to all right, title and interest of GA, whether now owned or hereafter acquired, in commissions due to GA under the Agreement, all contractual rights of GA to receive commissions under the Agreement, all other amounts due to GA pursuant to the Agreement and all proceeds of the foregoing (the “Collateral”). GA authorizes Company to file financing statements and amendments thereto, including financing statements and amendments containing a description of collateral that is greater than the property subject to the security interest granted in this Amendment. GA agrees to authenticate and deliver to the Company when requested, a financing statement in compliance with the applicable Uniform Commercial Code, and GA agrees to execute and deliver to the Company such other instruments as may be reasonably required from time-to-time, by the Company in connection with indebtedness of and security interest granted by GA. GA represents and warrants to Company that (a) no security interest in or other lien on any of the Collateral exists, other than the security

interest granted in this Amendment, (b) no financing statement or similar filing with respect to any of the Collateral exists, other than financing statements filed with respect to the security interest granted in this Amendment, (c) upon filing the financing statement provided for in this Amendment, the security interest granted in this Amendment shall be perfected and prior to all other security interests, liens and claims with respect to the Collateral, and (d) GA's complete and correct name (if GA is an entity, GA's name as set forth in its currently effective organizational documents), principal residence address (if an individual), and jurisdiction of organization, entity type and organizational identification number (if an entity) are set forth on the signature page to this Amendment. GA will not change any matter described in clause (d) of the preceding sentence without giving Company 30 days prior written notice.

2. The Company shall have a first and prior lien on and right of set off against any and all Collateral and the Company shall have the right to deduct Collateral from any and all monies now or hereafter due GA under this Addendum and any supplement thereto. The Company reserves the right to apply any payments made by GA or any credits due or to become due GA in satisfaction in whole or in part of the indebtedness of GA to the Company, in such order as may be elected by the Company. If an extension of time for payment of any obligation of GA should be granted by the Company, such extension shall not in any way affect any of the terms, conditions, or provisions of the Addendum, or in any manner impair the liability of GA to the Company.
3. The Company's books and records shall be prima facie evidence of said accounts and liabilities for which purpose GA assigns as collateral to the Company all amounts due or to become due GA.

E. Repayment of Advances.

1. Advances generally will be repaid from commissions earned on the products. However, all Advances are a debt owed by GA to Company, and GA agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section E.1. of this Amendment, GA agrees that the following Advances will be immediately repaid to the Company:
 - (a) Advances made on policies which do not issue,
 - (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium which is not collected by the Company.
3. The Company may offset any Advance or other sum payable to GA, specifically including unearned commissions and contractual rights to receive commissions, against any amounts GA or persons or entities in GA's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products. Any indebtedness caused by Advances that are not repaid from renewal commissions after this Amendment is terminated with or without cause, will become immediately due in full. Furthermore, GA hereby irrevocably assigns to the Company all commission accounts that may accrue to GA whether before or after the termination of this Agreement to satisfy any indebtedness GA owes the Company.

F. Amendment to Indemnification Provision.

Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

“In addition, GA agrees to indemnify Company for any losses suffered by Company resulting from Company’s agreement to make Advances to GA and other persons or entities in GA’s down line distribution hierarchy. Upon GA’s written request, Company shall cease making Advances to GA and/or other persons or entities in GA’s down line distribution hierarchy which request shall become effective on the date such request is processed by Company.”

G. Collection Costs.

In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

H. Termination.

This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

However, termination shall not extinguish GA’s liability to Company until that liability is paid. The security interest referenced in this Amendment shall be reinstated should Company ever be required to return a payment.

I. Miscellaneous.

1. This Amendment shall only be applicable to applications submitted to and received by the Company in Omaha, Nebraska, on or after the effective date of this Amendment.

2. All production calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at the Company’s sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by the Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. This Amendment can be amended by Company at any time without the approval and/or consent of the GA.
7. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

J. Governing Law, Venue and Jurisdiction.

This Amendment is subject to and is to be interpreted in accordance with the laws of the State of Florida. The GA consents to the jurisdiction of the Sixth Judicial Circuit, Pinellas County, Florida for all legal matters arising out of the execution of this Amendment and the enforcement of any restrictive covenants contained herein. Venue for any action, suit, or other proceeding, including non-contract disputes, shall be in Pinellas County, Florida.

