

UNITED OF OMAHA LIFE INSURANCE COMPANY
GENERAL AGENT/REPRESENTATIVE HEALTH ADVANCE ISSUE COMMISSION AMENDMENT

This Amendment (“Amendment”) is part of the General Agent Agreement or Representative Agreement (“Agreement”) between General Agent or Representative (“GA/Rep”) and Company and is effective on the date signed or stamped by the Company. The parties would like to amend the Agreement to provide for the advancing of certain commissions on certain United of Omaha Life Insurance Company health Products.

A. COMMISSION ADVANCES.

1. The Company agrees to provide GA/Rep with advances of certain commissions (“Advances”) on certain United of Omaha Life Insurance Company health Products.
2. GA/Rep may receive Advances on certain United of Omaha Life Insurance Company health Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business or affiliate replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the mode GA/Rep 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 as follows:
 - \$3,000 if the “six-month” mode is selected
 - \$4,000 if the “nine-month” mode is selected
 - \$5,000 if the “twelve-month” mode is selected

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/Rep. 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/Rep to the Company. Further, the Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

C. REPAYMENT OF ADVANCES.

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep 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 C.1 of this Amendment, GA/Rep 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/Rep, specifically including unearned commissions, against any amounts GA/Rep or persons or entities in GA's/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

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

E. 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/Rep 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.

F. 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.

G. 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. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

H. SELECTION OF MODE OF ADVANCE

Please select one mode of advance from the choices below and acknowledge your choice by initialing under your selection. All choices are for advance of commission upon the issuance of an eligible Product.

- Six-Month (PN6) Nine-Month (PN7) Twelve-Month (PN8)

UNITED OF OMAHA LIFE INSURANCE COMPANY

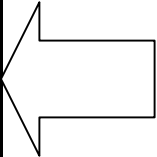
By: _____

Name: _____

Title: _____

Date: _____

GENERAL AGENT/REPRESENTATIVE
By: _____
Name: _____
Title: _____
Date: _____



ACKNOWLEDGED AND ACCEPTED:

MASTER GENERAL AGENCY
By: _____ (Signature always required)
Name: _____
Title: _____
Date: _____

