

**LIFE INSURANCE
ADVANCE COMMISSION AMENDMENT**

This Amendment ("Amendment") is part of the General Agent Agreement ("Agreement") between General Agent ("GA") and each insurance Company which executes this Amendment and is effective on the date signed or stamped by that Company. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain life insurance Products.

If more than one Company executes this Amendment with GA, GA and each such Company agree that there shall be one or two, as the case may be, separate and distinct amendments between GA and each such executing Company. The rights, duties, obligations and responsibilities of each Company under this Amendment are separate and distinct from the duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between GA and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Amendment.

A. COMMISSION ADVANCES.

1. The Company agrees to provide GA with nine-month advances on certain first year commissions ("Advances") upon issuance of certain life insurance Products.
2. GA may receive Advances on certain life insurance 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 certain Products in its sole discretion.
3. 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 \$4,000.

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. 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 C.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, 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.

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 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."

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 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 commission 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.

**UNITED OF OMAHA LIFE INSURANCE
COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

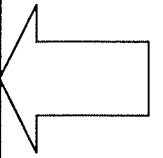
GENERAL AGENT

By: _____

Name: _____

Title: _____

Date: _____



ACKNOWLEDGED AND ACCEPTED:

MASTER GENERAL AGENCY

By: _____
(Signature always required)

Name: _____

Title: _____

Date: _____

