

**MUTUAL OF OMAHA INSURANCE COMPANY
ADVANCE COMMISSION AMENDMENT**

This Amendment (“Amendment”) is part of the General Agent Agreement (“Agreement”) between General Agent (“GA”) 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 Mutual of Omaha Insurance Company Products.

A. COMMISSION ADVANCES.

1. The Company agrees to provide GA with advances of certain commissions (“Advances”) on certain Mutual of Omaha Insurance Company Products.
2. GA may receive Advances on certain Mutual of Omaha Insurance Company 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 paid based on the mode GA selects in this Amendment except that despite the mode selected, maximum advance for Critical Illness policies will be six-months. 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 for policies advancing six-months
 - \$4,000 for policies advancing nine-months
 - \$5,000 for policies advancing twelve-months

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.

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 (N11)

Nine-Month for eligible health products except Six-months for Critical Illness (P84)

Twelve-Month for eligible health products except Six-months for Critical Illness (P86)

MUTUAL OF OMAHA INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

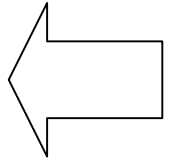
GENERAL AGENT

By: _____

Name: _____

Title: _____

Date: _____



ACKNOWLEDGED AND ACCEPTED:

MASTER GENERAL AGENCY

By: _____
(Signature always required)

Name: _____

Title: _____

Date: _____

