

COMMISSION ADVANCE AGREEMENT

This Commission Advance Agreement is entered into as of _____ between Insurance Benefit Group, Inc. (“*IBG*”) and _____ (the “*Agent*”).

Introduction

IBG is the master marketer for certain medical insurance policies (the “*Policies*”) issued by Guaranteed Trust Life Insurance Company (“*GTL*”), and is entitled to receive all commissions, fees and similar entitlements (“*Commission Entitlements*”) payable by GTL with respect to such Policies.

IBG and the Agent are parties to a Sale Agreement dated as of [_____] (as amended, restated, supplemented or otherwise modified from time to time, the “*Sale Agreement*,” and together with any other agreement between the Agent and IBG, the “*Agent Documents*”). Pursuant to the Agent Documents, GTL and IBG have authorized the Agent to solicit applications for the Policies for which IBG has agreed to pay the Agent certain Commissions Entitlements from the overall Commissions Entitlements otherwise payable by GTL to IBG, subject to all of terms and conditions, including, without limitation, chargeback terms, of GTL and IBG applicable thereto.

If applicable, other agents, general agents and/or producers (“*Sub-Agents*”) may have been authorized by IBG and the Agent to solicit Policies (the Agent and such Sub-Agents, the “*Agent Group*”). As contemplated by the Sale Agreement, the Agent will either pay a portion of the Commission Entitlements directly to such other Sub-Agents from the Commission Entitlements otherwise payable to the Agent, or the Agent will be entitled receive from IBG a separate Commission Entitlement for Policies sold by such Sub-Agents.

IBG has entered into a Loan and Security Agreement (as amended from time to time, the “*LSA*”) with Swiss Re Life and Health America Inc. (“*Swiss Re*”) as the lender and BenComp Financial Solutions, LLC, as administrator (the “*Administrator*”). Pursuant to the LSA, Swiss Re has agreed to make certain loans to IBG for remittance, directly or indirectly, to eligible national marketing associations, agents, general agents and producers for purposes of funding commission advances for up to nine months of first year Commission Entitlements on the Policies.

The Agent has requested that IBG make advances (together with interest thereon, the “*Advances*”) to the Agent Group on the terms set forth in this Agreement and related documents.

Agreement

The Agent and IBG agree as follows:

1. **Requests for Advances.** During the term of the Agent Documents, the Agent hereby requests that IBG make Advances to the Agent Group from time to time in an amount equal to nine months of first year Commission Entitlements with respect to Policies solicited on behalf of the Agent Group. The parties acknowledge and agree that any Advances to the Agent are made solely for business purposes in connection with a business relationship between the parties.
2. **Discretionary Advances.** Advances to the Agent Group will be made in IBG’s sole discretion, and IBG will not have any obligation to make any Advance at any time. In no event will IBG


make such Advances if Swiss Re does not provide the funds to or for the benefit of IBG with respect to each requested Advance under the terms of the LSA.

3. **Agent Notes.** In connection with Advances, the Agent shall execute one or more promissory notes substantially in the form of Exhibit A attached hereto (an “*Agent Note*”). The Agent shall require each other agent, general agent and producer of the Agent Group that solicits Policies to execute and deliver an Agent Note (and such other documents or instruments as IBG or Swiss Re may request in connection therewith).
4. **Eligibility, Etc.** IBG and Swiss Re may establish, change and modify eligibility requirements for the Agent Group, policies, maximum loans, payment terms and other terms and conditions applicable to Advances, or requests for Advances, in their discretion.
5. **Payment of Commission Entitlements.** All Commission Entitlements otherwise payable by IBG to the Agent Group shall be subject to the payment provisions, including, without limitation, provisions regarding establishment, funding and withdrawals from reserve accounts, required under the LSA.
6. **Guaranty of Agent Group Obligations.** The Agent hereby guaranties the prompt payment and performance when due of all obligations of the Agent Group to IBG and Swiss Re, including, without limitation, the obligation to pay when due all Advances made to the Agent Group. Such guaranty shall not be effected by any action or inaction of any person or a change in the relationship of the Agent and the other members of the Agent Group, and is an absolute and continuing guaranty until all obligations of the Agent Group are paid or discharged in full.
7. **General.**
 - a. Swiss Re and the Administrator shall not have any liability to the Agent Group for any matter related to the Advances, the Agent Documents, the Commission Entitlements or otherwise.
 - b. IBG reserves the right to amend or terminate this Agreement at any time upon notice to the Agent. This Agreement will automatically terminate upon the occurrence of an event, directly or indirectly, which causes the Agent to lose its authority to solicit applications for Policies. Upon termination of this Agreement for any reason, all Advances made to the Agent Group shall become immediately due and payable.
 - c. The Agent agrees to pay all collection costs, including reasonable attorneys’ fees and court costs, whether or not suit is commenced, if any amounts owed by the Agent Group to IBG are not paid when due.
 - d. The Agent agrees to execute such additional documents, and take such further actions, as IBG, Swiss Re or the Administrator may reasonably request in connection herewith.
 - f. If a court of competent jurisdiction deems any term of this Agreement to be overly broad or otherwise unenforceable or void, the court may modify and thereafter enforce the term and the balance of this Agreement, or sever such term if it cannot be so modified and enforce all of the other terms of this Agreement.

- g. This Agreement together with the Agent Documents and the Agent Notes represents the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior agreements and communications regarding any commission advance program regarding the Policies. This Agreement is not binding on IBG until executed by a duly authorized officer of IBG.
- h. This Agreement will be governed by New York law.

IBG:

INSURANCE BENEFIT GROUP, INC.

By: 
Its: President

The Agent:

For Individual Agents:

Name

Signature

Social Security Number

For Entity Agents:

Entity Name

Signature

Title

State of Entity Formation

State Entity or Organization Number

For all Agents:

Address: _____

Telephone: _____

Fax: _____

Email: _____

Taxpayer ID Number: _____

Guaranty by Principal

The undersigned principal of the above-referenced Agent hereby guaranties the prompt payment and performance when due of all obligations of the Agent Group to IBG. Such guaranty shall not be effected by any action or inaction of any person or a change in the relationship of the undersigned with the Agent or the other members of the Agent Group, and is an absolute and continuing guaranty until all obligations of the Agent are paid or discharged in full.

For Individuals:

Name

Signature

Social Security Number

For Entities:

Entity Name

Signature

Title

EXHIBIT A

FORM OF AGENT NOTE

Dated: [_____], 20__

FOR VALUE RECEIVED, the undersigned, [_____]¹, a _____ [limited liability company/partnership/corporation] (the "Borrower"), HEREBY PROMISES TO PAY to the order of Insurance Benefit Group, Inc. ("IBG", or the "Lender") the aggregate principal amount of all advances from time to time made by the Lender in its sole discretion to or for the benefit the Borrower.

Each advance evidenced hereby (an "Advance") shall be payable on demand by the Lender and, in the absence of such demand, shall be payable in twelve (12) substantially equal consecutive monthly installments, with (i) the first such installment payment being due and payable on the date occurring one month following the date such Advance is extended to the Borrower, (ii) a level monthly installment payment being due on the corresponding date in each calendar month thereafter and (iii) all principal outstanding and interest accrued and unpaid as of the corresponding date that occurs twelve (12) months after the date such Advance is extended (the "Final Payment Date") being due and payable in full on such date (each such installment payment date, a "Payment Date"). The Borrower promises to pay interest on each Advance from the date of such Advance until repaid in full at a rate equal to 16.0% per annum (as adjusted pursuant to the terms hereof, the "Interest Rate") payable on each Payment Date; provided, however, that during the occurrence of an Event of Default (as defined herein), principal or other amounts payable hereunder shall bear interest, payable on demand, at the Interest Rate plus 2.00% per annum.

Notwithstanding anything contained herein to the contrary, the Lender may at any time, for any reason or no reason, demand payment in full of all indebtedness evidenced hereby by giving written notice of such demand to the Borrower, whereupon all principal, accrued interest and all other amounts evidenced hereby shall immediately become and be due and payable in full without further notice or action being required on the part of any person or entity.

This Note is issued pursuant to the Commission Advance Agreement dated as of [_____], 20__ (as amended, restated, supplemented or otherwise modified from time to time, the "Commission Advance Agreement") between the Borrower and the Lender. All instruments, documents and agreements, including this Note, from time to time made by the Borrower or the Lender in connection with the transactions contemplated in the Commission Advance Agreement or otherwise existing between the Borrower or the Lender are herein collectively referred to as the "Agent Documents". Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Commission Advance Agreement.

Reference is hereby made to the Loan and Security Agreement, dated as of [_____], 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "LSA"), among IBG, as borrower, BenComp Financial Solutions, LLC, as administrator and Swiss Re Life

¹ Insert name of NMO, General Agent or Producer.

and Health America Inc. (“Swiss Re”). Proceeds of the loans under the LSA will be the primary source available to the Lender to fund the Advances hereunder. The Borrower acknowledges that this Note will be pledged and assigned by the Lender to Swiss Re as collateral security for the Lender’s obligations from time to time existing under the LSA.

ARTICLE I
TERMS OF PAYMENT

SECTION 1.01 Payments and Computations. All amounts to be paid or deposited by the Borrower hereunder shall be paid or deposited in accordance with the terms hereof no later than 2:00 p.m. (New York time) on the day when due in lawful money of the United States of America in immediately available funds to an account (the “Account”) designated from time to time in writing by the Lender. All computations of interest shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. In no event shall any provision of this Note require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. In the event that any payment hereunder (whether constituting a payment of principal, interest or any other amount) is rescinded or must otherwise be returned for any reason, the amount of such payment shall be restored and such payment shall be considered not to have been made. If a payment is due and payable hereunder on a date that is not a business day, then such payment shall become due on the next succeeding business day, and such extension of time shall in such case be included in the computation of any amount payable hereunder.

SECTION 1.02 Grant of Security Interest. To secure the prompt and complete payment and performance of the indebtedness evidenced by this Note and all other obligations and liabilities from time to time owing by the Borrower to the Lender under any Agent Documents, the Borrower hereby pledges, assigns and grants to the Lender a security interest in and to all of the Borrower’s right, title and interest in and to commissions, broker fees or similar amounts (each, a “Commission Entitlement”) and other contract rights in connection with the marketing, solicitation or sale by the Borrower of insurance policies (the “Policies” and each, a “Policy”) as contemplated in the Sale Agreement (as defined in the Commission Advance Agreement), whether now owned and existing or hereafter acquired by or arising in favor of the Borrower (including under any trade name or derivation thereof) (the “Collateral”). The Collateral includes, without limitation, all right, title and interest of the Borrower in, to or under (i) any instrument, document or agreement relating to the creation, maintenance or perfection of any Commission Entitlement, (ii) any claim, indebtedness or obligation existing for the benefit of the Borrower in connection with any Commission Entitlement and (iii) all books and records evidencing any of the foregoing, and the Collateral shall include all Commission Entitlements whether or not the Lender has made an Advance to Borrower with respect thereto.

SECTION 1.03 Subordination. If at any time, the Borrower has any claim against the Lender, the Borrower agrees that such claim shall be subordinate in right of payment to any claim then or at any time thereafter held by Swiss Re against the Lender under or in connection with the LSA. Without limiting the generality of the foregoing, the Lender is the exclusive marketer of certain medical insurance policies to be issued by Guarantee Trust Life Insurance Company (“GTL”), and in connection therewith is entitled to all commissions with respect to

such policies. The Lender in turn has agreed to pay certain commissions to national marketing organizations, general agents or producers from the commissions payable by GTL to the Lender, including, without limitation, pursuant to the Agent Documents entered into with the Borrower. All of the Lender's rights to all commissions payable by GTL to the Lender, as well as all other assets of the Lender, have been pledged by the Lender to Swiss Re in connection with the LSA, and pursuant to the LSA, the Lender has agreed to establish certain reserves, for the benefit of Swiss Re, which reserves include both first year and renewal commissions, subject to the terms of the LSA applicable thereto. Notwithstanding anything to the contrary in the Agent Documents, the Borrower's rights to any Commission Entitlements are subject and subordinate to the Lender's obligations to Swiss Re, and Swiss Re shall have a senior and first priority security interest in all commissions payable with respect to GTL policies for which the Lender is the exclusive marketer, including, without limitation, in connection with any first year or renewal Commission Entitlements otherwise payable by the Lender to the Borrower under the Agent Documents, and such rights of Swiss Re may be exercised by it with respect thereto, whether or not an Event of Default has occurred under this Note.

SECTION 1.04 Evidence of Debt. The Lender shall maintain in accordance with its usual practice books and records evidencing the indebtedness of the Borrower to the Lender resulting from each Advance made by the Lender hereunder, including the amounts of principal and interest payable and paid to the Lender from time to time hereunder. The entries made in the Lender's books and records shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of the Lender to maintain such books or records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Advances in accordance with the terms of this Note. In the event the Lender shall at any time elect to assign this Note, it shall, prior to such assignment, set forth on a grid attached hereto all amounts (including principal and interest) due hereunder and the Payment Dates therefor.

SECTION 1.05 Lender's Cost of Funds. In the event that the Lender's cost of funds under the LSA increase after the date hereof, whether as a result of an Event of Default, any yield adjustment, any gross up for withholding taxes or otherwise under the LSA, effective immediately on written notice to the Borrower thereof, the Lender may increase the Interest Rate effective as date of such change (even if prior to such notice) to reflect such increased cost of funds.

SECTION 1.06 Voluntary Prepayments. The Borrower shall not have the right to prepay prior to the payment terms and dates set forth above any Advance in whole or in part without the prior written consent of the Lender.

SECTION 1.07 Mandatory Prepayments. If any Policy lapses or is terminated for any reason during its first two months after issuance, an amount equal to the outstanding balance of all Advances made with respect to such Policy shall become immediately due and payable in full, whether or not the Lender shall have made a demand for payment therefor.

SECTION 1.08 Sub-Agents. Advances include not only amounts advanced directly to or for the benefit of the Borrower, but also includes Advances made to or for the benefit of any Sub-Agent that is part of the Agent Group. "Sub-Agent" means an agents, general agent and/or producers authorized by Lender and the Borrower to solicit Policies, and the "Agent Group" means the Borrower and each such Sub-Agent. As contemplated by the Sale Agreement, the

Borrower will either pay a portion of the Commission Entitlements directly to such other Sub-Agents from the Commission Entitlements otherwise payable to the Borrower, or the Borrower will be entitled to receive from Lender a separate Commission Entitlement for Policies sold by such Sub-Agents. As the context may require in this Note, the “Borrower” includes the signatory to this Note as well as such Sub-Agents.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE BORROWER

SECTION 2.01 On the date of each Advance, the Borrower represents and warrants to the Lender that each of the following statements is true and correct:

(a) Due Organization and Good Standing. The Borrower is a [limited liability company/partnership/corporation] duly formed and validly existing in good standing under the laws of its state of formation, and is duly qualified to do business, is in good standing as a foreign entity and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals and in which the failure so to qualify or to obtain such licenses and approvals or to preserve and maintain such qualification, licenses or approvals could reasonably be expected to give rise to a material adverse effect.

(b) Due Authorization. The Borrower (i) has all necessary power and authority to (A) execute and deliver this Note, and (B) perform its obligations under this Note and (ii) has duly authorized all necessary action for the execution, delivery and performance of, and the consummation of the transactions provided for in, this Note.

(c) No Conflict. The execution, delivery and performance by the Borrower of this Note and the transactions contemplated hereby, do not (i) conflict with, result in any material breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under (A) the governing document of the Borrower, (B) any law, rule or regulation applicable to the Borrower, (C) any order, writ, judgment, award, injunction or decree binding on the Borrower or its property or (D) any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which the Borrower is a party or by which it or any of its respective properties is bound, (ii) result in or require the creation of any adverse claim upon or with respect to any of its properties pursuant to the terms of any such indenture, loan agreement, mortgage, deed of trust, or other material agreement or instrument other than this Note or (iii) conflict with or violate any federal, state, local or foreign law or any decision, decree, order, rule or regulation applicable to the Borrower or of any governmental authority having jurisdiction over the Borrower, which conflict or violation described in this clause (iii), individually or in the aggregate, could reasonably be expected to have a material adverse effect.

(d) Delivery. This Note has been duly executed and delivered on behalf of the Borrower.

(e) Governmental Consent. All authorizations, consents, orders and approvals of, or other actions by, any governmental authority that are required to be obtained by the Borrower in connection with the operation of its business or the due execution, delivery and performance by the Borrower of this Note and the consummation by the Borrower of the

transactions contemplated by this Note have been obtained or made and are in full force and effect.

(f) Enforceability of Note. This Note constitutes the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its respective terms.

(g) No Litigation. (i) There is no action, suit, proceeding or investigation pending or, to the best knowledge of the Borrower, threatened, against the Borrower or the property of the Borrower in any court, or before any arbitrator of any kind, or before or by any governmental authority and (ii) the Borrower is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any governmental authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Note or any action to be taken by the Borrower in connection herewith, (B) seeks to prevent the assignment by the Borrower to the Lender of its Commission Entitlements or the consummation of any of the transactions contemplated by the Commission Advance Agreement, (C) seeks any determination or ruling that, in the reasonable judgment of the Lender, would materially and adversely affect the performance by the Borrower of its obligations under this Note or the validity or enforceability of this Note or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations could reasonably be expected to have a material adverse effect. The Borrower is not in default with respect to any order of any court, arbitrator or governmental authority.

(h) Information True and Complete. All information heretofore or hereafter furnished by the Borrower or any affiliate thereof to the Lender in connection with any transaction contemplated by this Note or the Agent Documents is true and complete in all material respects and does not contain any material misstatement of fact.

(i) Location of Chief Executive Office and Records; Jurisdictional Organization. The chief place of business, chief executive office and jurisdiction of organization of the Borrower are accurately set forth on the signature pages hereto.

(j) Account Information. The Account is the only account to which the Borrower has been directed to remit payments hereunder.

(k) Sale Agreement. The Sale Agreement and all authorizations and licenses granted by GTL or the Lender to the Borrower and necessary for purposes of the Borrower conducting the business activities contemplated in the Agent Documents remain in full force and effect. The Borrower is not in default of any of its obligations to the Lender or GTL under any contractual arrangement now existing between the Borrower and GTL or the Lender. The Borrower has implemented a system for monitoring compliance by it and any Agents for which it is to receive a Commission Entitlement pursuant to the Sale Agreements and for identifying at an early date any such Agent that is in material noncompliance with the Sale Agreement.

(l) Taxes. The Borrower has filed or caused to be filed all Federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes prior to such taxes becoming delinquent, other than any taxes or assessments the validity of which are being contested in good faith by appropriate proceedings.

(m) Solvency. The Borrower is solvent and will not be rendered insolvent by the transactions contemplated by this Note and, after giving effect to the Advances made hereby and the repayment thereof, (i) the Borrower will not be left with unreasonably small capital for the business in which it is engaged or for any business or transaction in which it is about to engage, (ii) the Borrower has not intended to incur, or believes that it has not incurred, debts beyond its ability to pay such debts as they mature, and (iii) the Borrower does not contemplate the commencement of insolvency, bankruptcy, liquidation or other proceedings for the appointment of a receiver, liquidator, conservator trustee or similar official in respect of itself or any of its assets.

(n) Investment Company Act. The Borrower is not an “investment company” or an “affiliated” person of, or “promoter” or “principal underwriter” for, an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

(o) Use of Proceeds. No proceeds of any Advance will be used by the Borrower to acquire any security in any transaction which is subject to Section 13 or 14 of the Securities Exchange Act of 1934, as amended.

(p) Marking Records. The Borrower has marked its books, records and computer files clearly and unambiguously to indicate that each Commission Entitlement pledged hereunder is subject to a first priority perfected security interest in favor of the Lender and Swiss Re.

ARTICLE III COVENANTS OF THE BORROWER

SECTION 3.01 Affirmative Covenants of the Borrower. So long as any amount under this Note shall remain unpaid, the Borrower will, unless the Lender shall otherwise consent in writing:

(a) Compliance with Laws, Etc. Comply with all applicable laws, rules, regulations and orders hereunder and the Sales Agreement where the failure to so comply would have a material adverse effect.

(b) Preservation of Existence. Observe all procedures required by its governing documents and preserve and maintain its corporate existence, rights, franchises and privileges in its jurisdiction of organization and qualify and remain qualified in good standing as a foreign entity in each other jurisdiction where the failure to preserve and maintain such rights, franchises, privileges and qualifications would have a material adverse effect.

SECTION 3.02 Reporting Requirements of the Borrower. So long as any amount under this Note shall remain unpaid, the Borrower shall, unless the Lender shall otherwise consent in writing, furnish or cause to be furnished to the Lender:

(a) Event of Default. Immediately on the Borrower’s obtaining actual knowledge (through any of its officers) of any Event of Default or any event which, with the giving of notice or lapse of time or both, would constitute an Event of Default, a statement of a

responsible officer of the Borrower setting forth details of such Event of Default and the action which the Borrower proposes to take with respect thereto.

(b) Reporting on Litigation. Promptly and in no event more than ten (10) business days after the Borrower's obtaining actual knowledge (through any of its officers) of any and all material litigation relating to the Borrower or any of its agents, notice thereof.

(c) Other Information. As soon as reasonably practicable, from time to time, such other information, documents, records or reports with respect to the operations, financial or otherwise, of the Borrower, as the Lender may from time to time reasonably request in order to protect the interests of the Lender under or as contemplated by this Note, including copies of any other corresponding Agent Documents requested by the Lender.

SECTION 3.03 Negative Covenants of the Borrower. So long as any amount under this Note shall remain unpaid, the Borrower shall not, without the written consent of the Lender:

(a) Sales, Liens, Etc. Against Commissions. Except as otherwise provided herein sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any adverse claim upon or with respect to any of the Collateral, or assign any right to receive income in respect thereof.

(b) Change in Business. (i) Make any change in the character of its business which change would have a material adverse effect, or (ii) engage in any activity that which would result in the loss of its authority to act as an agent for IBG under the Sale Agreement.

ARTICLE IV EVENTS OF DEFAULT

SECTION 4.01 Events of Default. Each of the following events shall constitute an "Even of Default" under this Note:

(a) The Borrower shall fail to make any payment required to be made by it hereunder when due; or

(b) The Borrower shall fail to perform or observe any term, covenant or agreement (other than as described in Section 4.01(a)) contained in this Note or any other Agent Document on its part to be performed or observed, and such failure shall remain unremedied for five (5) days; or

(c) Any representation or warranty made or deemed to be made by the Borrower under or in connection with this Note, any Agent Document or other information or report delivered pursuant hereto shall prove to have been false or incorrect when made; or

(d) Any one or more events or circumstances shall occur that would permit the Lender to terminate the Sales Agreement; or

(e) the Borrower shall cease for any reason to be an “Eligible NMO” (as such term is defined in the LSA); or

(f) An insolvency, bankruptcy, liquidation or other proceeding for the appointment of a receiver, liquidator, conservator trustee or similar official has been commenced by or against the Borrower; or

(g) Any event shall occur which has had or is reasonably likely to have a material adverse effect on the financial condition or operations of the Borrower or on its ability to perform its obligations under this Note or any other Agent Document to which it is a party.

All indebtedness evidenced hereby shall be due and payable in full on any demand therefor by the Lender, without regard to whether any Event of Default shall have occurred at any time. In the case of an occurrence of the event referenced in subsection (f) above, this Note, all such interest and all such amounts shall automatically thereupon be due and payable without the requirement of any notice or other action on the part of the Lender. Upon any demand by the Lender for payment, or any automatic acceleration, the Lender shall have all rights and remedies provided under the UCC of the applicable jurisdiction on the occurrence of a default or otherwise, and under other applicable laws, which rights shall be cumulative.

ARTICLE V MISCELLANEOUS

SECTION 5.01 Amendments, Etc. No amendment or modification to or waiver of any provision of this Note shall be effective unless the same shall be in writing and signed by the Borrower and the Lender (it being understood that any such amendment may require the consent of Swiss Re, as lender under the LSA), and such waiver shall be effective only in the specific instance and for the specific purpose for which given. This Note contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall embody the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings.

SECTION 5.02 Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and shall be personally delivered or sent by first class mail, postage prepaid, or by courier or by facsimile, if to the Borrower, at its address set forth on the signature page attached hereto; and if to the Lender, at its address at 129 Fairfield Way, Ste 204 Bloomingdale, IL 60108 Attention: Richard Hayes, or, as to each party, at such other address as shall be designated thereafter by such party in a written notice to the other party hereto. All such notices and communications shall be effective, upon receipt, or in the case of delivery by mail, three days after being deposited in the mails, or, in the case of notice by facsimile, when electronic communication of receipt is obtained, in each case addressed as aforesaid.

SECTION 5.03 No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. Without limiting the foregoing, the Lender is hereby

authorized (in addition to any other rights it may have) by the Borrower at any time and from time to time, to the fullest extent permitted by law, to set off and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any and all deposits (whether general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by it or such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower, now or hereafter existing under this Note or under any agreement executed pursuant hereto, to the Lender or its respective successors and assigns irrespective of whether or not demand therefor shall have been made under this Note or under any agreement executed pursuant hereto. The Borrower acknowledges that the rights of the Lender or any of its respective successors and assigns described in this paragraph are in addition to other rights and remedies (including other rights of set-off) such parties may have.

SECTION 5.04 Binding Effect; Assignability. (a) This Note shall be binding upon and inure to the benefit of the Borrower, the Lender and their respective successors and permitted assigns (which successors of the Borrower shall include a trustee in bankruptcy). This Note shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until the Note has been repaid in full; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made by the Borrower pursuant to Article II shall be continuing and shall survive any termination of this Note.

(b) The Borrower may not assign any of its rights and obligations hereunder or any interest herein without the prior written consent of the Lender.

SECTION 5.05 GOVERNING LAW; WAIVER OF JURY TRIAL. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). EACH PARTY HERETO HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF NEW YORK FOR THE PURPOSE OF ADJUDICATING ANY CLAIM OR OTHER CONTROVERSY ARISING IN CONNECTION WITH THIS NOTE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE AMONG ANY OF THE BORROWER OR THE LENDER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS NOTE. INSTEAD, ANY DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY. WITH RESPECT TO THE FOREGOING CONSENT TO JURISDICTION, EACH OF THE BORROWER AND THE LENDER HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. NOTHING IN THIS SECTION 5.05 SHALL AFFECT THE RIGHT OF THE BORROWER OR THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE BORROWER OR THE LENDER TO BRING

ANY ACTION OR PROCEEDING AGAINST ANY OTHER PARTY HERETO OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

SECTION 5.06 Costs, Expenses and Taxes. Without limiting any other rights which the Lender may have hereunder or under applicable law, the Borrower hereby agrees to indemnify the Lender, the Administrator (as defined in the LSA) and each of their Affiliates, officers, directors, employees, agents and advisors (the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees and disbursements (all of the foregoing being collectively referred to as “Indemnified Amounts”) awarded against or suffered or incurred by such Indemnified Party in connection with this Note or any of the transactions contemplated in the Agent Documents (excluding, however, in the case of any Indemnified Party, Indemnified Amounts to the extent resulting from gross negligence or willful misconduct on the part of such Indemnified Party).

SECTION 5.07 Headings. The captions and headings of this Note are for convenience of reference only and shall not affect the interpretation hereof.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Borrower has caused this instrument to be duly executed as of the date set forth above.

[NAME OF BORROWER]

By: _____

Name:

Title:

Address: _____

Attention: _____

Telephone: _____

Facsimile: _____

Jurisdiction of Organization: _____

Direct Deposit Authorization Form

Add New
 Change
 Delete

Name:	Social Security #:
Telephone #:	
Address, City, State, Zip	
e-mail:	

Institution Name	Bank ABA Number	Account Number	Amount or % to be Deposited	Type of Account (Circle one)
	#	#	\$	Savings Checking
	#	#	\$	Savings Checking
	#	#	\$	Savings Checking
	#	#	\$	Savings Checking

PLEASE PROVIDE A VOIDED CHECK FOR EACH ACCOUNT LISTED ABOVE.
WE WILL NOT PROCESS WITHOUT A VOIDED CHECK.
DO NOT USE A DEPOSIT SLIP. THE NUMBER COULD BE INVALID!



I authorize the ACH to be sent to the financial institution named above and be deposited in the designated account.

In the event that funds are deposited erroneously into my account, I authorize BenComp National Corp. to debit my account(s) not to exceed the original amount of the credit.

I also understand that all direct deposits are made through the automated clearing house (ACH), and that funds availability is subject to the terms and limitations of the ACH and my financial institution.

Signature:	Date:
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