

PRESIDENTIAL LIFE INSURANCE COMPANY CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please return ALL of the following:

1. Signed and Completed **Agent Information**.
2. Signed and Completed **Writing Agents Agreement**.
3. Signed **Level 51 Commission Schedule**.
4. Signed and Completed **W-9**.
5. Signed and Completed **Pre-Contracting Inquiry Release**.
6. Signed **Agent Indebtedness Agreement**.
7. Copy of current individual insurance license and/or corporate license for each state in which you are requesting to be licensed, write business or will receive override commission.
8. Company charges an appointment fee which must be paid when the first piece of new business is written (varies by state). Company does not process licensing paperwork until agent submits first piece of business.
9. Proof of **E&O Coverage (AL, KS & KY only)**.

Fax or e-mail the completed contracting package to:

bhcmarketing

FAX: 775-261-9088

e-mail: licensing@bhcmarketing.com

Phone: 800-201-0224

Ask about how you can get a free website. Check it out at: www.demo.retirerx.com

Bulletin

Dear Prospective Agent:

Welcome to Presidential Life!

Attached is Presidential's Writing Agent contracting packet, including the following:

- One (1) Agent Licensing Information Sheet with AML (Anti Money Laundering) requirement
- One (1) EFT Form (Electronic Fund Transfer)
- One (1) Presidential Life Writing Agent's Agreement
- One (1) IRS Form W-9
- One (1) Appointment Fee Listing

Directions:

- 1. **Fill in all the information requested in all three boxes** on the Agent Licensing Information sheet. **If your AML certification was completed through a company other than LIMRA. Include proof** of your current AML (Anti Money Laundering) training certification.
- 2. **Execute a copy of the Agent Commission EFT form (required).**
- 3. **Execute a copy of your Writing Agent's Agreement.** Be sure to sign, date and clearly print your name in the spaces provided.
- 4. **Complete** the IRS Form **W-9 fully**. If you are licensing yourself as an individual, we need only your personal Social Security number. If you are licensing yourself as a corporation, we need your corporation Federal Tax ID number under Part I of the form. Be sure to sign and date the form.
- 5. **Include a copy of your current personal and/or corporate license**, as applicable.
- 6. In addition, if applicable, include appropriate **state appointment fee(s)**, in the form of a check or money order. Payable to: Presidential Life Insurance Company.

**Incomplete, unsigned or undated forms
will delay your appointment.**

If you have any questions about these licensing procedures, contact the Home Office to speak either with Felicia Blizzard, x457 or Liana Salina, x491.

Presidential Life Insurance Company Nyack, NY 10960
1-800-926-7599 or 1-888-PRES LIF
www.presidentiallife.com

Writing-Agent



AGENT LICENSING INFORMATION

AGENT LICENSING INFORMATION

Appointing General Agency Information

GA Name: _____
 GA Number: _____
 Telephone Number: _____
 Contact Person(s): _____

Agent Information

Business Form: Individual: _____ Corporation: _____ Partnership: _____

 (If Corporate or Partnership, list entity)
 Name: _____
 Date of Birth: _____
 SSN: _____ Gender (Check one): Male Female
 Mailing Address: _____
 (P.O. Box acceptable for mailing purposes.)

 Business Address: _____
 (If P.O. Box, then a physical business address must be listed.)

 Business Phone: _____
 Fax Number: _____
 Email Address: _____

USA Patriot Act and it's Anti-Money Laundering (AML) Provisions Requires **Proof of Identification**. And for AML compliance purposes, Presidential Life requires **Proof of current AML Certification**:

Current Driver's License #	Issue Date	Expiration Date
_____	_____	_____

If No Driver's License. Other Unexpired Government-Issued Identification
 Evidencing Nationality or Residence and Bearing a Photograph.

AML Training Certification:
 LIMRA: Yes No If no, include a copy of your current AML Training certification
 If yes, Home Office will contact LIMRA directly for proof of certification.

Commission Hierarchy

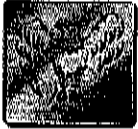
Name _____	# _____	Commission Level _____
Name _____	# _____	Commission Level _____
Name _____	# _____	Commission Level _____
Name _____	# _____	Commission Level _____

A copy of your current license(s) must accompany this information sheet for your appointment to be processed.

If you have already been appointed by Presidential Life, and we already have a copy of your current license, You do not need to forward another copy of your license.

If you are not certain of your licensing status with Presidential, or if you have any questions regarding our licensing procedures, please contact Presidential Life directly at 1-800-926-7599, extensions 457 or 491.

Presidential Life Insurance Company
 Nyack, NY 10960
 1-800-926-7599 or 1-888-PRES LIF
 www.presidentiallife.com



**PRESIDENTIAL LIFE INSURANCE COMPANY
69 LYDECKER STREET, NYACK, NY 10960
1-800-926-7599 or 1-888-PRES-LIFE
Fax (845) 358-5334**

AGENT COMMISSION EFT FORM

Agreement For Electronic Fund Transfer of Commission

Upon receipt of the completed Agreement, we will update our records and future payments will be made directly to the financial institution for credit to the Payee's account.

Agent Name: _____

Agent Address: _____
Street
City
State
Zip Code

Agent Number: _____

I, _____ the undersigned Payee, hereby request that all payments be sent
to _____
Name of Bank / Financial Institution

Bank Address: _____
Street
City
State
Zip Code

ABA Routing #

Account # _____

Select one: Checking Savings

_____ _____
Dated
Signature of Agent

REQUIRED: You must attach a voided check OR a deposit ticket with a micro encoded account number to this form. Otherwise, this form will be returned.

PRESIDENTIAL LIFE INSURANCE COMPANY

D/B/A ROCKLAND LIFE IN THE STATE OF TEXAS

NYACK, NEW YORK

GENERAL AGENT # _____

AGENT # _____

WRITING AGENT'S AGREEMENT

THIS AGREEMENT is made by and between Presidential Life Insurance Company, hereinafter called "we", "us", or the "Company" and the Agent whose name and signature appear on the last page of this Agreement, hereinafter called "you" or "Agent".

The Parties agree as follows:

I. Appointment

- A. This Agreement applies exclusively to forms of insurance and annuities issued by the Company which are listed on the Compensation Schedule attached to and made part of this Agreement.
- B. For as long as you are contracted to the Company, licensed and in good standing, the Company appoints you to:
 1. Procure applications for policies written by us, and
 2. Recommend qualified agents and/or brokers for appointment.

II. Duties and Limitations of Authority

- A. You have no authority beyond that expressly stated in this Agreement. You cannot alter, extend or waive any provision in any application or policy; extend the time for payment of premiums; waive any debts; or incur any expenses or obligations for or on behalf of the Company without prior written authority from an Officer of the Company.
- B. You shall indemnify and hold the Company harmless from all losses, expenses, damages and liability resulting from unauthorized acts by you, your agents or employees.
- C. A policy shall not be delivered unless the first premium has been paid. Delivery of the policy shall be made within sixty (60) days from the issue date of the policy. Any undelivered policy shall be returned immediately by you.
- D. You are responsible for all expenses, other than underwriting costs referred to below, incurred by you or your agents in the performance of this Agreement.
- E. We will pay all customary underwriting costs, including reasonable costs to obtain medical and other information we consider necessary to determine the insurability of applicants.
- F. You agree to exercise reasonable care and diligence to assure that the policies issued under this Agreement are maintained current and in force. You shall provide services to policyholders and beneficiaries, and shall promote the interests of the Company as contemplated by this Agreement.
- G. You shall conduct your activities in accordance with the laws in your territory and with all instructions issued by the Company. You will fully and in a timely manner disclose to us all facts known by you that pertain to insurability of any applicant. We may refuse to process any application, or issue or amend any policy.
- H. You shall insure that you are licensed and trained, and remain in compliance with Company guidelines, and understand the terms and conditions of our policies and marketing literature that we provide to you.

1. You shall keep accurate and complete records of all transactions and shall provide the Company access to inspect and copy all records and other information as they relate to business placed with us.
- J. You agree to:
 1. Promptly transmit to our home office applications for policies solicited by you; and
 2. Collect and promptly remit to us the first premiums in the form of a check made payable to the Company. No policyholder check may be made payable to you or your agents. If, however, you receive monies in any form for or on account of the Company, such monies shall constitute trust funds for us and shall be remitted immediately to the Company.
- K. You shall treat as confidential any information we furnish to you. Materials developed and/or provided by us, which pertain to our products or their content, shall remain our exclusive property. Neither you nor your employees or agents shall copy such materials without our prior written approval. This provision II(K) shall survive the term of this Agreement.

III. Territory

Unless you are advised by us in writing to the contrary, you may operate under this Agreement in any territory in which we are authorized to do business and in which you are licensed and appointed with the Company. The Company reserves the right to retire from any territory, and/or to discontinue, withdraw or amend any forms of policies used in a territory without limiting our right to continue said forms in any other territory or with any other agent.

IV. Relationship

This Agreement shall not be construed to create the relationship of employer and employee between you and the Company. You shall for all purposes under this Agreement be considered an independent contractor. You will not distribute any materials that in any way imply an employer-employee relationship with the Company.

V. Advertising

Only materials provided by or approved in advance in writing by a compliance officer of the Company shall be used to solicit business. You shall not print or distribute any material that could be construed as consumer advertising without first obtaining written approval by a compliance officer of the Company. All illustrations must be run in accordance with currently approved interest scales provided by the Company.

VI. Compensation

No compensation or financial benefits shall be payable that are not provided for in this Agreement, Compensation Schedules and Bulletins of the Company. All compensation under this Agreement shall be determined and paid in accordance with Attachment "A", Supplemental Expense Allowance Schedule.

VII. Termination

This Agreement shall be terminated on the earliest of the following dates:

1. By any party upon thirty (30) days notice in writing to the other party;
2. Upon your death or permanent disability.
3. The date you should become bankrupt or insolvent.
4. The date you should fail to comply with or perform any of the terms of this Agreement or fail to pay on demand any monies belonging to or due the Company; or
5. The date your license is terminated by the Insurance Department of any jurisdiction.

Upon termination you shall immediately pay all sums due us and return to us, at your expense, all Company materials including rate books, illustration software, records and supplies. Neither you nor your agents will keep copies or excerpts of any Company materials.

VIII. Settlement of Disputes

- A. You shall have no authority to institute legal or administrative proceedings in our name unless we provide prior written approval. You shall defend any act or alleged act of yours at your own expense.
- B. You shall promptly notify an Officer of the Company if you are served with any legal papers or have knowledge of any action against us or which involves us.
- C. You agree to pay our costs and legal expenses if you are not the prevailing party in any lawsuit between you and us.

This entire section VIII shall survive the term of this Agreement.

IX. Miscellaneous Provisions

- A. *Effective Date.* This Agreement is not effective until approved in writing by an Officer of the Company.
- B. *Assignment.* No assignment of this Agreement or of compensation earned under it is valid unless authorized in advance in writing by an Officer of the Company.
- C. *Severability.* If any provision of this Agreement is held to be invalid, the validity of the remaining provisions will not be affected.
- D. *Entire Contract.* This Agreement and the attached Compensation Schedule are the complete Agreement between the parties. This Agreement supersedes all prior Agreements, except that this provision shall not affect any compensation payable, liabilities, or other rights and obligations that arise out of a prior agreement.
- E. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of the conflicts of law.
- F. *Notice.* All notices under this Agreement must be in writing and will be deemed given as of the day they are deposited in the U.S. Mail, first class postage prepaid; or by express mail or express service, or by FAX or telegram.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this _____ day of _____, 200__ and, when approved by the Company, shall be effective as of that date.

PRESIDENTIAL LIFE INSURANCE COMPANY

By: _____ Title: _____

General Agent: _____ Agent: _____
(Print Name) (Print Name)

(Signature of Individual or Principal)

(Signature of Individual or Principal)

WRITING AGENT COMPENSATION SCHEDULE (NEW)

Agent shall be paid the following compensation on premiums collected on policies or contracts issued by Company on applications secured by or through Agency.

LIFE POLICIES[^]

1. GUARANTEED ISSUE POLICIES (GBL):

	<u>1st Yr.</u>	<u>Yrs. 2-10</u>	<u>Yrs. 11+</u>
Graded Benefit Life	50%	3%	1.0%

In the event the death of an insured under a Guaranteed Issue Policy occurs during the first policy year, first year Compensation paid on the policy shall be charged back against Agent's account, as follows:

<u>If death occurs during months</u>	<u>Charge back</u>
1-6	100%
7-12	50%

2. SIMPLIFIED ISSUE LIFE (SIWL):

<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3+4 Yr.</u>	<u>5 Yr.</u>	<u>6-10Yr.</u>	<u>Yr 11+</u>
50%	6%	5%	3%	1%	.25%

ANNUITIES[^]

1. SINGLE PREMIUM DEFERRED ANNUITIES (SPDA)

Age to Nearest Birthday	Liberty 1 Yr.	Liberty 2 Yr.	Liberty 3Yr.	Liberty 4 Yr.
0-75	3.00%	2.50%	2.00%	1.00%
76-80	2.50%	1.50%	1.00%	1.00%
81-85	1.67%	1.00%	1.00%	0.75%
86-90	1.67%	1.00%	1.00%	0.75%

Age to Nearest Birthday	Classic SPDA	SPDA 20 4 Yr.	SPDA 20 5Yr.	SPDA 20 6 Yr.
0-75	3.00%	1.00%	1.50%	2.00%
76-80	2.50%	1.00%	1.50%	2.00%
81-85	1.67%	0.50%	0.90%	1.00%
86-90	1.67%	0.33%	0.33%	0.33%

1a. Compensation is reduced on all Internal Rollovers.

2. FLEXIBLE ANNUITIES - No Load Flexible Premium Retirement Annuity, 401(k)

Age	<u>FLEX 1st Year</u>	<u>FLEX Years 2-10</u>
0-75	3.50%	2.50%
76-80	2.60%	1.90%
81-85	0.75%	0.25%

ANNUITIES[^] (continued)

3. FLEXIBLE PREMIUM RETIREMENT ANNUITY -TSA Loan

Age	<u>1st Yr *</u>	<u>2nd Yr*</u>	<u>Years 3-10</u>
0-75	4.00%	4.00%	2.00%
76-80	3.00%	3.00%	2.00%
81-85	1.00%	1.00%	0.67%

*For definition of 1st and 2nd year premium on this policy, See Home Office rules.

Deferred Annuity Charges:

In the event of death or withdrawal within the first policy year, the Agent shall immediately reimburse the Company as follows:

- 100% of Compensation Paid During First 6 months
- 50% of Compensation Paid During Last 6 months
- Partial Withdrawals shall be pro-rated.

4. GROUP TERMINAL FUNDING. 1st Year 2%

5. SINGLE PREMIUM IMMEDIATE INCOME (SPII), SINGLE PREMIUM IMMEDIATE ANNUITY (SPIA) (60 months or more).

Maximum \$5,000,000 * 2.5%

5a. SHORT-TERM SINGLE PREMIUM IMMEDIATE INCOME (less than 60 months).

<u>Number of Months</u>	<u>Commission</u>
24 - 29	1.12%
30 - 35	1.38%
36 - 41	1.67%
42 - 47	1.94%
48 - 53	2.22%
54 - up	2.50%

(This area left blank intentionally)

[^] Check Product Approvals Listing. * Maximum of \$5,000,000, of which a maximum of \$2,000,000 can be substandard.

Compensation Schedule Notes

Commissions and Expense Allowance

1. Total compensation shall consist of commission and expense allowance. Total compensation shall not exceed compensation limits as set forth in Section 4228 of the New York State Insurance Law.
2. No compensation shall be paid on any portion of a premium paid by conversion credit or policy change credit.
3. When a new policy is issued, and an existing Company policy on the same life terminates within six (6) months before or after issue of the new policy, no first year compensation will be paid on the new policy, except to the extent the new policy annual premium exceeds the old policy annual premium.
4. If any policy written under this Agreement shall cease to be in force on a premium-paying basis for a period of ninety (90) days and subsequently be reinstated, no further renewal commission will be paid to the contracted agent unless the reinstatement is procured through him or her.
5. A compensation schedule other than the Compensation Schedule on the reverse of this page may be established at the Company's sole discretion.
6. No expense allowance will be payable after the termination of this Agreement.

Service Fees

While a policy is premium-paying and this Agreement remains in force, except as otherwise provided, the Company will pay a Service Fee in year 11 and thereafter.

Charge back policy

In addition to the conditions outlined in the Compensation Schedule under which a compensation charge back may occur, charge back may also occur upon

- (a) annuitization of a deferred annuity contract during the first five policy years, under current rules then in effect; and
- (b) when withdrawals, other than Required Minimum Distributions, in excess of a contract's applicable 10% surrender charge-free withdrawal privilege are taken.

If amounts subject to charge back rules are not repaid to the Company within 30 days of request for such funds, the Company shall have the right to deduct the amount in arrears from any future amounts payable to the contracted agent.

Miscellaneous

1. The agent shall be responsible for medical fees not authorized by the Company.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Presidential Life Insurance Company

Appointment Fees (updated 02-05-09)

If you are already appointed with Presidential, you are not required to pay the fee(1) . The appointment fee payment policy will only apply to NEW appointments, and existing agents who are applying for a NEW non-resident appointment. Below is a complete listing of Appointment fees (resident/non-resident) by State:
Any questions may be directed to our Agency/Marketing department.

(1) except if applying for a New non-resident appointment.

	DOI Phone #	Resident	Non-Resident	Special Instruction
Alabama	334-241-4126	\$30.00	\$30.00	No Corporate appt
Alaska	907-465-2515	No fee	No Fee	No Formal Appointments
Arizona	602-912-8470	No fee	No Fee	No Formal Appointments
Arkansas	501-371-2750	\$20.00	\$60.00	
California	916-327-8109	\$24.00	\$24.00	
Colorado	303-894-7499	No fee	No Fee	No Formal Appointments
Connecticut	860-297-3800	\$25.00	\$25.00	
D.C.	202-442-7813	\$25.00	\$25.00	
Delaware	302-739-4254	\$25.00	\$25.00	No Corporate appt
Florida	850-413-3137	\$60.00	\$60.00 + (\$6)	n/r = \$6/county; No Corporate appt
Georgia *	404-656-2070	18.45**	18.45**	*Pre-appointment state; No Corporate appt **Fees paid by: Agent \$10, Insurer \$8.45
Hawaii	808-586-2788	No fee	No Fee	
Idaho	208-334-4250	No fee	No Fee	
Illinois	217-782-6366	No fee	No Fee	No Formal Appointments
Indiana	317-234-1138	No fee	No Fee	No Formal Appointments
Iowa	515-281-5705	\$5.00	\$5.00	No Corporate appt
Kansas*	785-296-7862	\$5.00	\$5.00	*Pre-appointment state
Kentucky	502-564-6004	\$40.00	\$50.00	Corp. \$100/r - \$120/nr
Louisiana	225-342-5900	\$20.00	\$20.00	
Maine	207-624-8412	\$30.00	\$70.00	
Maryland	410-468-2383	No fee	No Fee	No Formal Appointments
Massachusetts**	617-521-7794	\$75.00	\$75.00	** 15 days
Michigan	517-373-9273	\$5.00	\$5.00	
Minnesota	651-296-6319	\$10.00	\$10.00	No Corporate appt
Mississippi	601-359-3582	\$25.00	\$25.00	No Corporate appt
Missouri	573-751-4153	No fee	No Fee	No Formal Appointments
Montana*	406-444-2040	No fee	No Fee	*Pre-appointment state
Nebraska	402-471-4913	\$8.00/min	\$8.00/min	Retaliatory, No Corporate appt
Nevada	775-687-4276	\$15.00	\$15.00	
New Hampshire	Not Licensed	-	-	
New Jersey	609-292-4337	\$25.00	\$25.00	
New Mexico	505-827-4559	\$23.00	\$23.00	No Corporate appt
New York	518-473-3207	No fee	No Fee	
North Carolina*	919-733-7487	\$10.00	\$10.00	*Pre-appointment state, No Corporate appt
North Dakota	701-321-3548	\$10.00	\$10.00	
Ohio	614-644-2665	\$20.00	\$20.00	
Oklahoma	405-521-3916	\$40.00	\$40.00	
Oregon	503-947-7980	No fee	No Fee	No Formal Appointments
Pennsylvania	717-787-3840	\$15.00	\$15.00	
Rhode Island	401-222-2223	No fee	No Fee	No Formal Appointments
South Carolina	803-737-6095	No fee	No Fee	No Corporate appt
South Dakota	605-773-3515	\$10.00	\$20.00	
Tennessee	615-741-2893	\$15.00	\$15.00	No Corporate appt
Texas	512-322-3503	\$10.00	\$10.00	
Utah	801-538-3855	No fee	No Fee	
Vermont	802-828-3303	\$60.00	Retaliatory	No Corporate appt
Virginia	804-371-9631	\$12.00	\$12.00	
Washington	360-725-7144	\$20.00	\$20.00	
West Virginia	304-558-0610	\$25.00	\$25.00	No Corporate appt
Wisconsin**	608-266-8699	\$7.00	\$24.00	** 15 days; No Corporate appt
Wyoming	307-777-7319	\$15.00	\$15.00	

Presidential Life Insurance Company Nyack, NY 10960

1-800-926-7599 or 1-888-PRES LIF

www.presidentiallife.com

AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [_____] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [_____] an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

1. **Definitions.**

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

2. **Recitals.**

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

BHC:
BHC Marketing, Inc.

By: _____
Lee R. Howard, CEO

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____