

AGENT ADVANCE AMENDMENT

This Amendment is entered into between _____ (hereinafter referred to as "Agent"), Standard Life and Accident Insurance Company (hereinafter referred to as the "Company") and Nations Best Benefits for Life & Health, LLC (hereinafter referred to as "Nations Best"), collectively referred to as the "parties". This Amendment will be effective as of _____, 2008.

In consideration of the mutual covenants and promises contained herein, the parties agree to the following terms, conditions and limitations:

I. Section 6 of the underlying Agent/Broker Contract is amended to include the following language:

Agent Advances:

The Company agrees to advance commissions to the Agent on the products listed in Exhibit 1 attached hereto. The advances will be paid at the rate and manner shown on Exhibit 2 attached hereto. Advances will be paid on a weekly basis for products submitted to and accepted by the Company. Additionally, advances will only be available for products issued on monthly modes. Chargebacks will be made to the Agent's advance account if a sold product terminates for any reason and causes any portion of the advance commission to become unearned.

To qualify for advances the Agent must be recommended by Nations Best and be properly licensed in the state or states in which the Agent intends to do business.

Advance Charged to Agent Account:

Each advance made to the Agent, if any, will be charged to the Agent's account with the Company. The Agent grants to the Company a first lien and security interest in all compensation to secure any indebtedness that accrues under this advance Amendment.

Agent Repayment Obligation:

Any advances taken by the Agent under this Amendment must be paid back in full by the Agent, as well as any other charges that may apply, with interest in accordance with Section 9 of the underlying Agent/Broker Contract.

Earned Commissions Credit:

The Company will credit commissions earned in accordance with the terms of the underlying Agent/Broker Contract. No commissions other than the advances described above will be paid to the Agent until the Agent's account with the Company generates an aggregate credit balance.

II. Section 8 of the underlying Agent/Broker Contract is amended to include the following language:

Vesting:

Should the agent participate in the Advance Program, no right to future commissions shall vest unless one of the following occurs:

This advance agreement, or any amended version thereafter, is in force for a period of three (3) years from the effective date identified herein; or

The agent produces an average of one application per week for the first eighteen (18) months after the effective date of this agreement. The application must be for a product listed on Exhibit 1 and approved and issued by the Company.

In no event shall the agent be entitled to earned commission on any account with a debit balance unless and until said balance is paid off either through off-sets on the agent's other accounts or a direct payment by the agent to the Company as reimbursement for advances.

III. Section 5 of the underlying Agent/Broker Contract is amended to include the following language:

Assignment:

The Agent agrees not to assign the Agent's account with the Company to a third party as long as the account is in a debit balance position.

IV. Section 9 of the underlying Agent/Broker Contract is amended to include the following language:

Offsets:

The Agent agrees that the Company may use any of the Agent's other accounts with the Company to offset the debit balance in the accounts to which the advances are being charged should the Company determine that earned commissions will not produce a credit balance within a twelve (12) month period of time.

Should the Company determine that action under this section will be insufficient to place the advance accounts in a credit balance position; the Company retains the right to recover such amounts from Nations Best.

Personal Guarantee:

The Agent does hereby unconditionally guarantee payment of any and all advances and interest paid in accordance with this Amendment. Furthermore, as evidenced by the signature below, Nations Best unconditionally guarantees payment of any and all advances and interest should The Company fail to recover sufficient amounts from the Agent in satisfaction of the Agent's debit balance.

V. Sections 7 and 10 of the underlying Agent/Broker Contract is amended to include the following language:

General Provisions:

The Company reserves the right to discontinue the Advance Program in total or as to any Agent at any time. Furthermore, the Company reserves the right to modify the terms of this Amendment including Exhibits 1 and 2.

VI. Section 11 of the underlying Agent/Broker Contract is amended to include the following language:

Legal Action:

The Company reserves the right to bring legal action to collect the outstanding debit balance, the Company will be entitled to recover additional amounts including attorney fees, court costs and interest at the rate of 10% per annum from the responsible parties including the Agent and Nations Best.

Choice of Law:

The terms of this Amendment will be interpreted in accordance with the laws of the State of Texas and any actions arising out of this Amendment, or to collect amounts due under this Amendment, or to enforce the terms of this Amendment shall be brought in Galveston County, Texas.

Execution of this Amendment in no way changes, modifies or alters in any manner the provisions of the underlying Agent/Broker Contract to which this Amendment is made a part.

The signatory hereto is legally competent to execute this document on behalf of the organization or entity for which he or she purports to execute this document.

SIGNATURE PAGE FOR AGENT ADVANCE AGREEMENT

Agreed to and Approved by:

Agent

Nations Best Benefits for Life & Health, LLC

Standard Life & Accident Insurance Company