

**Lincoln Benefit Life Company, Lincoln, Nebraska**  
**AGENT'S AGREEMENT — APPOINTMENT**

**AGENT:**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Agent or Firm Principal)

\_\_\_\_\_  
(Print or Type Name and Title Here)

Date: \_\_\_\_\_

**BENEFICIARY TO RECEIVE COMMISSIONS PAYABLE  
AFTER DEATH (LIMITED TO ONE INDIVIDUAL):**

Name of Beneficiary: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name Here)

Relationship: \_\_\_\_\_

**RECRUITER MUST COMPLETE...  
COMMISSION SCHEDULE FORM:** \_\_\_\_\_

**RECRUITING ORGANIZATION:**

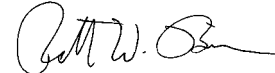
Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Agent or Firm Principal)

\_\_\_\_\_  
(Print or Type Name and Title Here)

**Recruiter's Agent #:** \_\_\_\_\_

**LINCOLN BENEFIT LIFE COMPANY:**



By: Robert W. Birman, Vice President

Contract Effective Date: \_\_\_\_\_

Lincoln Benefit Life Company ("**LBL**") hereby appoints the individual or entity named above as its **AGENT ("you")** with duties, powers, and obligations as herein set forth, and you hereby accept the appointment on the terms and conditions set forth herein. The provisions stated in all supplements, Commission Rules, and Schedule of Commissions are incorporated into and made a part of this Agreement. **Effective Date** -- This Agreement shall become effective on the date shown above. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

**Authority** — You are authorized to act as an Agent on behalf of **LBL** for the purpose of developing and supervising the distribution of **LBL's** insurance products. Specifically, you are authorized to:

- 1) Recruit and recommend persons for appointment by **LBL** as insurance agents.
- 2) Train and supervise such agents in accordance with the standards of **LBL** and the requirements of the state or states in which they are licensed and in which they act as an agent for **LBL**.
- 3) Solicit applications for the policies of insurance and annuity contracts written by **LBL** and approved for marketing.

**Responsibilities** — You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- 1) For any applications solicited by you, you shall submit such applications when received to **LBL**. You shall also collect the first premium and transmit all collections immediately to **LBL**.

- 2) You shall promptly deliver any policy or contract issued by **LBL** to owner of the policy or contract. In no event shall delivery take longer than thirty (30) days from the date you receive the policy or contract. In the event delivery will take longer than thirty (30) days, you are required to notify **LBL**.
- 3) You shall make reasonable effort to preserve business issued by **LBL** and to maintain in force policies issued by **LBL**.
- 4) You shall at all times comply with the rules and regulations of **LBL** pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct for **LBL's** business.
- 5) Licensing of agents shall be in compliance with statutory and regulatory requirements of the Departments of Insurance or other regulatory agencies and in accordance with the standards and procedures established by **LBL**. Neither you nor any of your agents shall solicit business for **LBL** until you are notified in writing by **LBL** that you or they are qualified to write business for **LBL**.
- 6) You shall notify **LBL** immediately upon becoming aware of any misdemeanor or felony criminal convictions (excluding minor traffic citations) relating to you, your employees, or any agent licensed under you and appointed with **LBL**.

- 7) Comply with **LBL's** policies and procedures concerning the replacement of life insurance policies and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, **LBL** requires you to:
- a) recommend the replacement only when replacement is in the best interest of the customer;
  - b) fully disclose any and all relevant information to the customer, including: (i) comparing old and new premium expenses, surrender charges, cash values, and death benefits; (ii) any specific loss of cash value or policy value related to surrendering the existing policy; (iii) all guaranteed and maximum values of both policies; (iv) whether a new contestability period and/or suicide clause will start under the new policy; and (v) whether the customer will have to resubmit to underwriting to purchase the new policy;
  - c) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
  - d) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- 8) Adhere to **LBL's** rules and regulations concerning ethical market conduct, which require that you:
- a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
  - b) maintain a current license and valid appointment in all states in which you promote the sale of **LBL** products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the State Departments of Insurance and **LBL**;
  - c) comply with **LBL's** policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
  - d) submit, prior to use, all advertising materials intended to promote the sale of **LBL** products to **LBL** for approval;
  - e) immediately report to **LBL** any customer complaints, whether written or oral, and assist **LBL** in resolving the complaint to the satisfaction of all parties; and
  - f) communicate these standards to any agents or officer personnel that you directly supervise and request their agreement to be bound by these conditions as well.
- 9) During the term of this Agreement, you will maintain errors and omissions insurance coverage in an amount satisfactory to **LBL** underwritten by an insurer satisfactory to **LBL**. Coverage must insure against any negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.
- Independent Contractor** – The relationship you have with **LBL** under this Agreement is that of an independent contractor. Neither you nor your employees or agents shall be deemed to be the employee or servant of **LBL**.
- You also acknowledge that all agents in your hierarchy are independent contractors of **LBL** and, at a subagent's election or for good cause, can be transferred by **LBL** in accordance with **LBL's** transfer rules. None of the benefits provided by **LBL** to its employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available to you, your employees, and agents.
- Limitation of Authority** – You shall not possess or exercise any authority on behalf of **LBL** other than expressly conferred by this Agreement. Activities that you are specifically not authorized to perform on behalf of **LBL** include, but are not limited to:
- 1) Making, altering, or discharging any contract.
  - 2) Incurring any indebtedness or liability on behalf of **LBL**.
  - 3) Expending, or contracting for the expenditure of, any funds of **LBL**.
  - 4) Extending the time for payment of any premium, binding **LBL** to the reinstatement of any terminated policy, or accepting notes for payment of premiums.
  - 5) Waiving or modifying any terms, conditions, or limitations of any policy.
  - 6) Adjusting, settling, or committing **LBL** to any action regarding any claim.
  - 7) Issuing, using, or circulating any advertisement or literature referencing **LBL** unless the advertisement or literature has first been approved in writing by **LBL**.
  - 8) Entering into any legal proceedings on behalf of **LBL** in connection with any matters pertaining to **LBL's** business.
  - 9) Delivering any policy issued by **LBL** prior to the settlement by the applicant of the first premium or required funding for the policy or contract.
  - 10) Delivering any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.
- Records** – All books, records, application forms, and material furnished by **LBL** pertaining to the solicitation of applications for insurance hereunder shall be the property of **LBL** and shall be returned to **LBL** upon termination of this Agreement. All other records pertaining to your performance under this agreement shall be open to inspection by **LBL** or by the Department of Insurance (as required by law) at all times.

**Expenses** – You shall pay all expenses of every nature incurred in connection with the conduct of your business, and **LBL** shall not be liable in any way therefore.

**Taxes** – You shall assume full responsibility for, and indemnify **LBL** against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

**Fiscal Responsibility** – You shall immediately pay to **LBL** all monies received by you or your agents on all applications obtained and policies issued. All such funds shall be segregated by you and held by you in trust. Such funds shall not be used by you for any purpose.

**Indebtedness** – You shall be responsible to **LBL** for the acts of your agents and employees and for the indebtedness of your agents to **LBL**. **LBL** shall have a retaining first lien against any commissions payable hereunder for any indebtedness of you or your agents to **LBL**, and **LBL** may charge and set off any such amounts due from commissions payable. Your indebtedness shall bear interest at the rate of one percent (1%) per month and shall be absolutely repayable on demand from **LBL**. Following demand for repayment or termination of this Agreement, whichever occurs first, all indebtedness shall bear interest at the maximum lawful rate from that date until paid. You shall be responsible to **LBL** for all costs and expenses, including legal fees, incurred by **LBL** as a part of its efforts to collect indebtedness.

**Compensation** – Your compensation shall be based on your personal production and the production of all agents assigned to you. You shall be compensated according to the Schedule of Commissions, as amended from time to time, for premiums received on policies issued by **LBL** for applications secured under this Agreement. Payment of commissions and service fees shall be made at such times and in the manner **LBL** considers appropriate for the efficient administration of this Agreement. The Schedule of Commissions is subject to change by **LBL**, but any change shall not apply to business written prior to the effective date of the change. The statements issued by **LBL** concerning agent's commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive unless, within thirty (30) days following receipt of the statement, you notify **LBL** of a dispute regarding any transactions reported on that statement. If a policy on which you are receiving commission or service fees lapses for any reason, no further commission or service fees will be paid to you unless the policy is reinstated solely due to your actions. If, for any reason, **LBL** refunds any premium on which you received a commission or service fee, you shall immediately repay to **LBL** the commission or service fee received on such premium.

**Vesting** – Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule of Commissions. Your right to service fees shall continue so long as this Agreement is in force. Following termination of this Agreement for any reason, the amount shown as service fees in the Schedule of Commissions may be reduced by one-half.

**Beneficiary** – You may name a beneficiary to receive any commissions payable after your death. **LBL** reserves the right to require evidence that there are no conflicting claims before making payments to the named beneficiary.

**Non-Public Personal Financial Information –**

(Requirements pursuant to the Gramm-Leach-Bliley Act)

You agree to protect any confidential information of **LBL** customers that is accessible by you. Confidential Information includes, but is not limited to, any nonpublic personal information about **LBL's** customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:

- 1) Application information, such as assets and income;
- 2) Identifying information, such as name, address and social security number;
- 3) Transaction information such as policy activity; contract balances, purchases and withdrawals; and
- 4) Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to **LBL's** policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as **LBL** uses to protect its own confidential information. You will implement appropriate measures to:

- 1) Ensure the security and confidentiality of **LBL's** customer information;
- 2) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to **LBL**, or destroyed upon **LBL's** request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter.

Further, you agree that any violation of this section shall be a material breach of this Agreement and shall entitle **LBL** to immediately terminate this Agreement without penalty upon notice to you. You agree to permit **LBL** to audit your compliance with this section, and with all applicable laws, rules and regulations, during regular business hours upon reasonable notice to you. The provisions of this section shall survive any termination of this Agreement.

**Protected Health Information –**  
(Requirements pursuant to HIPAA)

- 1) Definitions. The following definitions relate to this section only.
  - a) Business Associate. “Business Associate” means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
  - b) Individual. “Individual” means the person who is the subject of protected health information, or that person’s personal representative in his or her fiduciary capacity.
  - c) Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - d) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
  - e) Protected Health Information. “Protected Health Information” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of **LBL** in the course of fulfilling its obligations under this Agreement. “Protected Health Information” shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
  - f) Required By Law. “Required By Law” means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
  - g) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2) Obligations and Activities

- a) You, as a Business Associate of **LBL**, agree to comply with the duties and requirements placed upon Business Associates by the Privacy Rule or as otherwise Required By Law.
- b) You agree to comply with the policies and procedures of **LBL** with respect to Protected Health Information.
- c) You agree to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- d) You agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e) You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of Protected Health Information by you in violation of the requirements of this Agreement.
- f) You agree to report to **LBL** any use or disclosure of the Protected Health Information not authorized or provided for by this Agreement of which it becomes aware, within thirty (30) days of becoming aware of such use or disclosure.
- g) You agree to ensure that any person or entity to whom you provide Protected Health Information received from **LBL** or the Individual, or created or received by you on behalf of **LBL**, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- h) You agree to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by you on behalf of, **LBL**, available to **LBL**, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining **LBL’s** compliance with the Privacy Rule.
- i) You shall keep a record of disclosures of Protected Health Information and agree to make information regarding disclosures of Protected Health Information available to **LBL** within fifteen (15) days of a request by **LBL**. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose protected health information was disclosed.
- j) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL’s** request to accommodate an individual’s access to his/her Protected Health Information. In the event an individual contacts you directly about access to Protected Health Information, you will not provide access to the individual but shall forward such request to **LBL** within five (5) business days of such contact.

- k) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to make amendments to Protected Health Information. You shall promptly incorporate any such amendments into the Protected Health Information. In the event an individual contacts you directly about making amendments to Protected Health Information, you will not make any amendments to the individual's Protected Health Information but shall forward such request to **LBL** within five (5) business days of such contact.
- l) You agree to notify **LBL** within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that **LBL** decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with **LBL** in such challenge.
- m) If a customer terminates his or her relationship with you, or the customer's policy is not renewed or is canceled, you shall return to **LBL**, or destroy, all Protected Health Information received from **LBL**, or created or received by you from the customer. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.
- 3) Permitted Uses and Disclosures
- General Use and Disclosure Provisions
- Except as otherwise limited in this Agreement, you may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, **LBL** as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by **LBL**.
- Specific Use and Disclosure Provisions
- a) Except as otherwise limited in this Agreement, you may use Protected Health Information for the proper management and administration of your business or to carry out your legal responsibilities.
- b) Except as otherwise limited in this Agreement, you may disclose Protected Health Information for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies you of any instances of which it is aware in which the confidentiality of the information has been breached.
- c) You may use Protected Health Information to report violations of law to **LBL** and to appropriate Federal and State authorities, where consistent with the Privacy Rule.
- 4) Obligations of **LBL**
- To the extent that your use or disclosure of Protected Health Information may be affected, **LBL** shall notify you of:
- a) Any limitation(s) in its notice of privacy practices of **LBL**;
- b) Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information;
- c) Any restriction to the use or disclosure of Protected Health Information that **LBL** has agreed to.
- 5) Termination
- a) Termination for Cause. Upon **LBL's** knowledge of a material breach or violation of the requirements imposed by the Privacy Rule by you, **LBL** may either:
- b) Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by **LBL**;
- c) Immediately terminate this Agreement if you have committed a material breach or violated the Privacy Rule and cure is not possible; or
- d) If neither termination nor cure are feasible, **LBL** shall report the violation to the Secretary.
- 6) Effect of Termination.
- a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all Protected Health Information received from **LBL**, or created or received by you on behalf of **LBL**. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.
- b) In the event that you determine that returning or destroying the Protected Health Information is infeasible, you shall provide to **LBL** notification of the conditions that make return or destruction infeasible. Upon written notice by you to **LBL** that return or destruction of Protected Health Information is infeasible, you shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as you maintain such Protected Health Information.
- 7) Indemnification. You hereby agree to indemnify and hold **LBL**, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by **LBL**, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation imposed on you by the Privacy Rule by you or your employees, agents or subcontractors.

- 8) Injunction. You hereby agree that **LBL** will suffer irreparable damage upon your breach of your obligations under the privacy provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that **LBL** may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy **LBL** may have.
- 9) Survival. Your respective rights and obligations relating to the requirements of the Privacy Rule and Protected Health Information shall survive the termination of this Agreement.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit **LBL** to comply with the Privacy Rule.

**Assignment** – You may not assign this Agreement, any interest in this Agreement, or any compensation earned or to be accrued under this Agreement without the prior written consent of **LBL**.

**Termination** – Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, Arkansas, Florida, Illinois, Missouri and/or Oregon, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. Upon termination, you shall in no manner thereafter act for **LBL** and shall promptly account for and remit to **LBL** any monies then held for it. On demand, you shall turn over to **LBL** all undelivered policies, ratebooks, other records, materials, and properties pertaining to your agency business. Your right to any commission or any other thing of value shall cease if you: commit any act that injures the business or reputation of **LBL**; fail to account for and remit promptly any monies collected by you for **LBL**; or, withhold any policies, money or other property belonging or returnable to **LBL**.

**Law Applicable** – The execution and performance of this Agreement involves transacting business in the State of Nebraska by you with **LBL**. This Agreement shall be governed by and construed according to the laws of the State of Nebraska. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

# Lincoln Benefit Life Company, Lincoln, Nebraska

## COMMISSION RULES

These Commission Rules are incorporated into and made a part of your agent agreement and appointment effective on the date of the agreement or upon receipt of these Rules, whichever is later. Subject to the terms and conditions of your agreement, you shall be compensated according to the following Commission Rules and the applicable Schedule of Commissions. The Commission Rules and the Schedule of Commissions are subject to change and may be revised from time to time by **LBL**. By submission of an application or the acceptance of commission, you agree to be bound by the provisions of these Rules.

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### UNIVERSAL LIFE

Note: "Target premium" means the amount up to which the maximum first year commission percentage applies.

- 1) All premiums paid into the policy will be credited to the first year target premium until the full first year target premium has been paid. Any excess first year premium and all renewal premium will be commissioned as stated in the Schedule of Commissions except as noted below.
- 2) New first year target premium commission will be payable if the base amount is increased or if new benefit riders are added, provided:
  - a) The increase in base amount does not replace a prior decrease;
  - b) The addition of a rider does not replace a previously dropped rider;
  - c) The increase in base amount is not due to change from death benefit option 2 to option 1;
  - d) All pro rata minimum required premiums for the time up to the date of the increase have been paid; and
  - e) Premium paid at the time of the increase, or scheduled to be paid within 12 months of the date of the increase, is at least equal to the increase in target premium plus any remaining minimum premium for amounts in force on the date of the increase.
- 3) For the **Ultra Achiever, Ultra 100 Plus, and Ultra 2000**, elective increases in face amount will be based on the target premium appropriate for the attained age at the time of the increase. For **Golden Achiever and Estate Executor**, elective increases will not be allowed, but an additional policy can be issued with waiver of the \$5 monthly fee.
- 4) The Primary Insured Term Rider ("Prime Term Rider") for **Ultra 100 Plus and Ultra 2000** will be commissioned at the excess/renewal rate.
- 5) **Golden Achiever** substandard extra premiums will be commissioned as excess/renewal regardless of whether they are temporary or permanent. Substandard table ratings and flat extras for **Golden Achiever** will not increase target premium. For all other fixed Universal Life products, only permanent substandard extra premiums will increase the target.
- 6) For any new target increase, commissions will be payable upon receipt of new additional premium into the policy. There will be no retroactive increases in commission on premiums previously credited with excess or renewal commissions.
- 7) For all products where the Full Surrender Charge Adjustment Rider has been selected, commissions will be paid according to the following:
  - a) Commissions, target and excess will be levelized and paid over the first 5 years of the policy, so long as the policy remains in force. Commissions for year 1 will be divided by 5 and paid out over the first 5 years; commissions for year 2 will be divided by 4 and paid out over the remaining 4 years; commissions for year 3 will be divided by 3 and paid out over the remaining 3 years; commissions for year 4 will be divided by 2 and paid out over the remaining 2 years and commissions for year 5 will not be divided and will be paid out normally.
  - b) A 100% commission chargeback will apply upon lapse or surrender in the first 6 months; 50% commission chargeback will apply in months 7-12.
  - c) Commissions will be adjusted pro rata on any increases or decreases in face amount during the first 5 years, for any premiums paid at, or subsequent to, the time of the decrease. Commissions on new premiums associated with increases in face amount during the first 5 years will be levelized and paid in the same manner as described in {7) a)} above.

## TERM PLANS

- 1) Prepaid renewal premiums will not be commissioned until they are applied to the contract.
- 2) Commissions will be paid on Waiver of Premium, Guaranteed Exchange Option, Accidental Death Benefit, Spouse and Child Riders at the same rate as provided for the policy to which the riders are attached.
- 3) If additional premium is charged because the risk is substandard and permanent, commissions will be paid on the additional premium at the same rate. If the classification is temporary, no first year commission will be paid on the additional premium. Renewal commission will be paid at the same rate as provided for the policy.
- 4) No commission will be payable on premiums which are paid by applying a premium exchange/conversion allowance. If the **Term** is exchanged for any term rider, no first year commissions will be paid.

## ANNUITY COMMISSION RULES

The amount of commissions shown in the Schedule of Commissions for annuity contracts is applicable only to contracts issued where the aggregate account value is \$1,000,000 or less.

If the "owner" referenced in these rules is not a person, the rules then apply to the "annuitant."

### 1) Chargebacks.

- a) LBL will chargeback commissions under the rules set forth in the Agent Schedule of Commissions attached to your contract.
  - b) With respect to chargebacks described in the Agent Schedule of Commissions on surrenders, a proportionate chargeback would also be made on partial withdrawals.
  - c) In addition, any deferred annuity contract that is annuitized within the first contract year will receive a commission chargeback equivalent to the difference in commission between that product and the SPIA currently being sold (excluding the Allstate Treasury-Linked Annuity).
  - d) The chargeback rules contained in the Agent Schedule of Commissions also apply to any commission paid at the beginning of each new term.
- 2) Commission Limits. Regular commissions will **not** be payable on any premium paid into one or more deferred annuities, either at issue or over their lifetime, which exceed the limits of \$1,000,000 for ages 76 and above. The "age" applies to the owners age unless the owner is not a person, in which case the annuitant's age will be used.
- 3) Modified Compensation. If premiums in excess of the commission limits described above are paid at issue or over their lifetime, commissions will be payable on a modified basis. Commission in excess of the commission limits will be spread out over a seven-year period on all plans on the premium in excess of the limits. The annual commission received on this basis will be one-sixth of the usual commission. These payments will stop upon the seventh annual payment for all annuities or the termination of the contract, if sooner. Chargebacks due to exercise of the confinement waiver benefit will be limited to those occurring within 60 days of the issue date.

For **Saver's Index Annuity I and III**, the commission paid will be reduced and paid according to the schedules found in the Additional Notes following the Schedule of Commissions. Please refer to the Schedule of Commissions for specific details.

Additional policies and supplements, which may be developed by **LBL** from time to time, may be added to the Commission Rules and Schedule of Commissions by addendum and shall be subject to the same conditions as set forth herein.



## REPLACEMENT RULES

These Replacement Rules address (1) whether any surrender charge may be assessed to the policyholder; and (2) whether any commissions may be paid on the new policy. In any situation where a surrender charge is assessed to perform the replacement, a disclosure statement must be signed by the policyholder acknowledging their understanding and agreement. This signed disclosure statement must be received by the Home Office prior to execution of the internal replacement. These Replacement Rules may be changed from time to time. Circumstances which may cause them to be changed include, but are not limited to, the following: (a) changes which may benefit the policyholder (as determined by **LBL**); (b) introduction of new products; and (c) changes in the then-current interest rate environment. Such changes will not discriminate between individuals or classes of policyholders. Please note that if it is necessary for any surrender charge to be assessed, (1) no new commissions will be paid, and (2) a disclosure statement must be signed by the policyholder.

### Annuities —

- 1) General Rule. These rules apply where an annuity is exchanged for another annuity, where an annuity is exchanged for a life policy, and where a life policy is exchanged for an annuity. The surrender charge on the original policy will be reduced by the amount of commission that would have been payable on the new policy had it not been an internal replacement, but will never be less than zero. If the surrender charge exceeds the commission otherwise payable, the policyholder will be obligated to pay any such excess amount. Commissions on the new policy will be reduced by the amount of any waived surrender/withdrawal charge. This general rule has the following exceptions:
- a) Replacements from annuities involving a first year interest rate bonus. Where the policyholder has received a first year interest rate bonus, an additional amount will be added to the surrender charge in applying the General Rule calculation described above. The additional amount equals a percentage of the bonus interest rate, where the percentage depends on the number of completed policy years, as follows:

<u>Completed Policy Years</u>	<u>Percent Of Bonus</u>
0	100
1	80
2	60
3	40
4	20
5+	0

For example, if the plan had a 1% bonus and the policy was still in its first year, the entire 1% would be added to the surrender charge. If the plan had completed its second year, 0.6% (60% x 1%) would be added to the surrender charge. **Saver's Choice Plus** will use the Return of Principal Guarantee bonus amount in this calculation (*i.e.*, 1% and 2%, respectively) even if the policy does not have the Return of Principal rider. It should be emphasized that any such "increase" in surrender charge is only for purposes of determining the amount of surrender charge to be waived, and that in all cases any charge actually incurred by the policyholder will be not greater than the surrender charge stated in the contract.

- b) Replacements from one equity indexed plan to another. Because of the unique nature of these plans, replacements between them are very strongly discouraged. In any such replacement, full surrender charges will be assessed on the original policy and no commission will be paid on the new policy.
- c) Conservation Replacements. In any replacement involving Home Office Conservation Services, a 1% commission reduction will be assessed.

## Life Products —

- 1) Universal life to universal life (or variable universal life). So long as the surrender charge on the old policy is less than or equal to the sum of the surrender charge and the commissionable premium on the new policy, no surrender charge will be assessed to the policyholder. Any excess of the surrender charge on the old policy over the sum of the new surrender charge and the new commissionable premium will be charged to the policyholder after all agent compensation has been applied toward that excess surrender charge.

Commissions, if any, will only be paid on new premiums paid into the new policy. Commissions at the first year rate will be paid based on any increase in target premium for the new policy over the original target premium. If the new target premium is less than or equal to the original target premium, no “first year” compensation applies. In addition, if the first year surrender charge on the new plan is less than the surrender charge waived on the old plan, the difference will be deducted from the increase in target premium in determining the amount of any first year compensation. This general rule has the following exceptions:

- a) Replacements on last survivor universal life. These replacements are unique due to the front-end load. Surrender charges will be assessed on the full front-end charge. First year commissions will only be paid on any increase in target premium on the new plan over the old plan.
- 2) Term to term replacements. The following commission rules will apply to the replacement of an existing **LBL** term policy with a new term policy:
    - a) If the existing term plan is over five years old, full normal commission will apply to the new policy.
    - b) If the existing term plan is less than five years old and the new policy has a higher annual premium than the old policy, commission will only be paid on the excess of the new annual premium over the first year collected premium for the old policy.
    - c) If the existing policy is less than five years old and the new policy has an annual premium less than or equal to the former annual premium, no commission will be paid on the new policy.
  - 3) Term conversions. If a **Term** plan is exchanged for a universal life or whole life policy within the first ten years, full first year commissions will be paid on the premium actually paid by the policy owner up to the target premium reduced by the conversion allowance, if any. If the exchange occurs more than ten years after issue, all premiums for the new policy will be commissioned at the renewal rate.
  - 4) Universal life to term. These situations will be treated as surrenders.

## AGENT SCHEDULE OF COMMISSIONS

Subject to the terms and conditions of your agreement, you shall be compensated according to the following schedule of the policy forms shown. The payment of commissions is subject to the rules and practices of LBL. The commissions provided in the schedule shall be reduced by the amount of commissions payable to subagents assigned to you. By submission of an application or the acceptance of commission, you agree to be bound by the provisions of this schedule. Commissions are also subject to the Commission Rules that are part of your agreement with LBL.

Plan Name	Plan #	Group Plan #	Commission 1st Year Min. Target Premium %	Commission Excess 1st Year %	Additional Deposits/ Premium Payments				Premium Based Service Fees 11th-20th Yr. %	Cash Value Service Fee %
					2-3 Yr. %	4-5 Yr. %	6-7 Yr. %	8-10 Yr. %		
Ultra 100 Plus	UL-9890	GUL-9890	70	2	2	2	2	2	.5	n/a
Ultra 2000	UL-9890	GUL-9890	75	2	2	2	2	2	2	n/a
Ultra Achiever	UL-8801		75	3.75	3.75	3.75	3.75	3.75	1.75	n/a
Golden Achiever	UL-9420	GUL-9420	75	1.75	1.75	1.75	1.75	1.75	0	n/a
Estate Executor	UL-9600	GUL-9600	65	2.75	2.75	2.75	2.75	2.75	2.75	n/a
Legacy Premier UL	UL-0210	GUL-0210	70	2	2	2	2	2	.5	n/a
Legacy Premier SL (a)	UL-0240	GUL-0240	70	2	2	2	2	2	.5	n/a
Level Best Gold*	LP-9850									
GT Gold*	LP-0010									
10 Year			75	n/a	0	0	0	0	0	n/a
15, 20 & 30 Year			85	n/a	0	0	0	0	0	n/a
Level Best Platinum*	LP-9860									
GT Platinum*	LP-0020									
10 Year			55	n/a	0	0	0	0	0	n/a
15, 20 & 30 Year			65	n/a	0	0	0	0	0	n/a
Futurist Gold I (b) (c)	AP-9320									
Ages										
0-80			(b)	(b)	(b)	(b)	(b)	n/a	n/a	n/a
81-85			(b)	(b)	(b)	(b)	(b)	n/a	n/a	n/a
86+			(b)	(b)	(b)	(b)	(b)	n/a	n/a	n/a
Saver's Choice Plus (c)	AP-9405									
Ages										
0-80			3.5	n/a	n/a	n/a	n/a	n/a	n/a	n/a
81-85			2.8	n/a	n/a	n/a	n/a	n/a	n/a	n/a
86+			1.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Saver's Index Annuity I (d)**	AP-9412	GAP-9412								
Owner's Attained Age										
0-75			4.5	n/a	n/a	n/a	n/a	n/a	n/a	n/a
76+0			3.15	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Saver's Index Annuity III (e)**	AP-9750	GAP-9750								
Owner's Attained Age										
0-75			7	n/a	(e)	(e)	(e)	(e)	(e)	n/a
76+0			4.75	n/a	(e)	(e)	(e)	(e)	(e)	n/a
Initiator	AP-9632		.7	n/a	n/a	n/a	n/a	n/a	n/a	n/a
The SPIA	AP-8715		2.5	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Allstate Treasury-Linked Annuity (f)**	AP-0200	GAP-0200								
Owner's Attained Age										
0-80			2.75	n/a	2.75	2.75	2.75	2.75	2.75	n/a
81-85			2.2	n/a	2.2	2.2	2.2	2.2	2.2	n/a
86-90			1.4	n/a	1.4	1.4	1.4	1.4	1.4	n/a
GenerationLinc SPIA (g)	AP-8715									
Annuitant's Age										
60-79			9.5	n/a	n/a	n/a	n/a	n/a	n/a	n/a
80-85			8.25	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SureHorizon <sup>SM**</sup>	AP-0300	GAP-0300	<u>Contract Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7+</u>
Owner's Attained Age										
0-75				4.25	3.55	2.8	2.15	1.4	.7	0
76-85				3.188	2.663	2.1	1.613	1.05	.525	0
86-90				2.125	1.775	1.4	1.075	.7	.35	0
Tactician Plus (h)	AP-9880	GAP-9880	<u>Guarantee Period (Year)</u>	<u>1</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
Owner's Attained Age										
0-80				.7	3.75	1.9	3.75	3.75	1.9	3.75
81-85				.7	3	1.5	3	3	1.5	3
86-90				.7	1.9	.95	1.9	1.9	.95	1.9

\*The policy fee for Level Best Gold, Level Best Platinum, GT Gold and GT Platinum is NOT commissionable.

Please contact the Home Office prior to solicitation to determine if these products are approved in the state where the application will be taken.

\*\*Commissions shown on this Schedule of Commissions for SureHorizon<sup>SM</sup>, Saver's Index Annuity I issued on or after 7/15/2003, Saver's Index Annuity III issued on or after 12/2/2002 and Allstate Treasury-Linked Annuity issued on or after 8/4/2003 will not be vested under the terms of your contract. The commission rates for these annuity contracts may be changed at any time for additional deposits/premiums or commissions paid on successive term renewals for Saver's Index Annuity I contracts. In no event, however, will LBL retroactively change rates that would impact commissions already earned on this contract.

## Additional Notes

- (a) For the Legacy SL (excluding policies where the Full Surrender Charge Adjustment Rider has been selected), premiums paid during the first 36 months will be credited to the first year target premium, until the full first year target premium has been paid.
- i) If the sum of premiums paid exceeds the full target premium during the first 12 months, excess premium and all renewal premium will be commissioned as stated above.
  - ii) If the sum of premiums paid exceeds the full target premium during months 13-36, additional renewal premium will be commissioned as stated above.
  - iii) Renewal premium beyond month 36 will be commissioned as stated above.
  - iv) Legacy SL policies with Full Surrender Charge Adjustment Rider will be commissioned as stated in the Commission Rules.

- (b) For **Futurist Gold I** commissions will be paid according to the following schedule:

<u>Ages</u>	Years 1-3	Year 4	Year 5	Year 6	Year 7
0-80	3.75	2.8	2.1	1.4	.7
81-85	3	2.24	1.68	1.12	.56
86+	1.88	1.4	1.05	.7	.35

- (c) Commissions will be reduced according to the schedule above based upon the older of the annuitant's or owner's attained age.
- (d) An additional 4.5% commission is currently paid at the beginning of each succeeding seven-year term on the balance of the accumulated value at the expiration of the 45 day free-withdrawal window for **Saver's Index Annuity I**. For **Saver's Index Annuity I issued on or after 7/15/2003, commissions paid on successive term renewals may be changed at any time**. The commission paid at the beginning of a new seven-year term for **Saver's Index Annuity I** will be paid according to the following schedule for annuitant's attained ages over age 77:

<u>Annuitant's Age</u>	<u>78</u>	<u>79</u>	<u>80</u>	<u>81</u>	<u>82</u>	<u>83</u>	<u>84</u>
	4.05	3.55	3.05	2.5	1.95	1.4	.7

- (e) The percent of accumulated value commission on **Saver's Index Annuity III** (.25% after year 10) will be paid quarterly at a rate of .0625% of the accumulated value, attributable to premiums paid more than ten years ago. For purposes of calculating commissions, withdrawals by the policyholder will be treated as withdrawal of oldest premium first. Commission on additional premiums is based on the attained age of the client which is currently 7% until age 75 or less and 4.75% once the client is 76 or older.

For **Saver's Index Annuity III**, the percent of premium commissions will be reduced and paid according to the following schedule on new premiums paid within seven years of the mandatory annuitization date:

<u>7</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
4.05	3.55	3.05	2.5	1.95	1.4	.7

- (f) For **Allstate Treasury-Linked Annuity** no new commissions are paid on renewals into another 5 year guarantee period.
- (g) For **GenerationLinc** no commissions are paid on premium payments in to the Universal Life contract.
- (h) For **Tactician Plus** no new commissions are paid on renewals in subsequent guarantee periods except for the 1 year guarantee period which pays a level percentage on each renewal. Also, the 1 year and 6 year guarantee periods are not subject to modified compensation as described in the Commission Rules.

## ANNUITY CHARGEBACK RULES

The entire annuity commission will be charged back if the owner free looks the policy or the policy is treated as being free looked at any time. In addition:

### **Futurist Gold I --**

- 100% chargeback if the policy is surrendered in the first 6 months, or if the policy is surrendered in months 7-12 on premiums less than 7 months old.
- 50% chargeback if a surrender occurs in months 7-12 on premiums more than 6 months old.

### **Saver's Choice Plus, Saver's Index Annuity I and Initiator --**

- 100% chargeback if the policy is surrendered in the first 6 months.
- 50% chargeback if the policy is surrendered in months 7-12.

### **Saver's Index Annuity III and Tactician Plus --** (chargebacks on this product pertain to each new premium payment).

- 100% chargeback if the policy is surrendered in the first 6 months of any new premium payment.
- 50% chargeback if the policy is surrendered in months 7-12 of any new premium payment.

### **Allstate Treasury-Linked Annuity and SureHorizon<sup>SM</sup> --** (chargebacks on this product pertain to each new premium payment).

- 100% chargeback if a withdrawal in excess of the free withdrawal amount occurs prior to the first anniversary of any premium payment, or the policy is surrendered in the first 12 months of each new premium payment.

Payout of part or all of the cash value under the confinement waiver benefit will be treated as a chargeback in proportion to the percentage of the cash value paid out. If commissions are paid on the Annual Commission Payment (ACP) method, they will be reduced pro rata for any surrender made under the confinement benefit.

With respect to chargebacks described above on surrenders, a proportionate chargeback would also be made on partial withdrawals. For **Initiator**, annuitizations within the first 12 months will be treated as a surrender for chargeback purposes.

# LONG TERM CARE

## Commission Schedule Addendum

### Agent's Agreement

The following revisions are made to the commission schedules that are part of the Agent's Agreement for the purpose of adding long term care products. The commission provided in the schedule shall be reduced by the amount of commission the company pays to subagents. The payment of commission for these plans is subject to the company's rules. In the event a policy is not taken, cancelled or rescinded, any commissions paid on the premium returned shall be charged back and repaid to Lincoln Benefit Life. By submission of an application or the acceptance of commission you agree to be bound by the provisions of this addendum.

#### COMPREHENSIVE LONG TERM CARE AND NURSING CARE

Policy Forms: LB-7000-P(NQ), LB-7000-P(Q), LB-7000-R1, LB-7000-R2, LB-7000-R3, LB-7000-R4, LB-7000-R5, LB-7000-R6, LB-7000-R7, LB-7000-R8(Q), LB-7000-R8(NQ), LB-7000-R9(Q), LB-7000-R9(NQ)

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan (64 & Under), Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wyoming				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
40-44	75	7	65	4
45-49	70	7	60	4
50-54	65	7	55	4
55-59	60	7	50	4
60-64	55	7	45	4
65-69	50	7	40	4
70-74	40	7	30	4
75-79	35	7	25	4
80-84	30	7	20	4

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown, but never less than 1%.

In Alabama, replacements are commissioned at renewal rates in years 1-10.

For California replacements, in year one the renewal commission rate will be paid on the portion of premium that is equal to or less than the replaced premium; and the first year commission rate will be paid in year one on the amount by which the first year premium exceeds the premium for the policy being replaced.

South Dakota replacements and policies sold to clients who do not meet our financial suitability standards are commissioned at renewal rates in years 1-10.

DELAWARE Ages 40 - 69				
Ages 40-69	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% Years 1-3	% Renewal Years 4-10	% Years 1-3	% Renewal Years 4-10
New Business	35	5	30	1
Replacements	25	5	20	1

DELAWARE Ages 70 - 84				
Ages 70-84	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% Years 1-2	% Renewal Years 3-10	% Years 1-2	% Renewal Years 3-10
New Business	35	5	30	1
Replacements	25	5	20	1

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown for Delaware, but never less than 1%.

INDIANA				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies Only	Policies Only	Policies Only	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
40-44	42	21	36	18
45-49	40	20	34	17
50-54	38	19	32	16
55-59	34	17	28	14
60-64	32	16	26	13
65-69	30	15	24	12
70-74	26	13	20	10
75-79	24	12	18	9
80-84	22	11	16	8

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown for Indiana, but never less than 1%.

Riders and the additional premium for the 10-pay option are commissioned at rates equal to one-half of the rates in the table for Indiana in the first year and all renewal years and when using the Endorsed Group Discount.

KENTUCKY - New Business				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
40-44	75	5	65	2
45-49	70	5	60	2
50-54	65	5	55	2
55-59	60	5	50	2
60-64	55	5	45	2
65-69	50	5	40	2
70-74	40	5	30	2
75-79	35	5	25	2
80-84	30	5	20	2

KENTUCKY - Replacements				
All Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
All Ages	10	5	10	5

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown for Kentucky, but never less than 1%.

<b>MICHIGAN - Ages 65 and up</b>				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	Policies, Riders & 10-Pay	Policies Only	Policies, Riders & 10-Pay	Policies Only
	% Years 1-3	% Renewal Years 4-10	% Years 1-3	% Renewal Years 4-10
65-69	30	7	25	4
70-74	28	7	23	4
75-79	26	7	21	4
80-84	24	7	19	4

For under age 65 commission rates refer to the schedule on the first page.

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown for Michigan, but never less than 1%.

<b>PENNSYLVANIA - New Business (Agency Commissions)</b>				
Ages	Non-Franchise Commission Rates		Franchise Policy Commission Rates	
	Policies & Riders	Policies Only	Policies & Riders	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
18-44	75	7	65	4
45-49	70	7	60	4
50-54	65	7	55	4
55-59	60	7	50	4
60-64	55	7	45	4
65-69	50	7	40	4
70-74	40	7	30	4
75-79	35	7	25	4
80-84	30	7	20	4

<b>PENNSYLVANIA - New Business (Writing Agent Commissions)</b>				
Ages	Non-Franchise Commission Rates		Franchise Policy Commission Rates	
	Policies & Riders	Policies Only	Policies & Riders	Policies Only
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
18-44	50	7	50	4
45-49	50	7	50	4
50-54	50	7	50	4
55-59	50	7	50	4
60-64	50	7	45	4
65-69	50	7	40	4
70-74	40	7	30	4
75-79	35	7	25	4
80-84	30	7	20	4

The additional premium for the 10-pay option is commissioned at renewal rates in years 1 - 10.

Pennsylvania replacements are commissioned at renewal rates in year 1.

When the Franchise Policy discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Franchise Commission Rates shown for Pennsylvania, but never less than 1%.

<b>WISCONSIN - New Business - Policies Only</b>				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
40-44	52	13	42	10.5
45-49	48	12	38	9.5
50-54	44	11	34	8.5
55-59	40	10	30	7.5
60-64	36	9	26	6.5
65-69	34	8.5	24	6
70-74	32	8	22	5.5
75-79	30	7.5	20	5
80-84	28	7	18	4.5

<b>WISCONSIN - New Business - Riders and the 10-Pay Option</b>				
Ages	Non-Endorsed Commission Rates		Endorsed Group Commission Rates	
	% First Year	% Renewal Years 2-10	% First Year	% Renewal Years 2-10
40-44	32	8	22	5.5
45-49	28	7	18	4.5
50-54	24	6	14	3.5
55-59	20	5	10	2.5
60-64	16	4	6	1.5
65-69	14	3.5	4	1
70-74	12	3	4	1
75-79	10	2.5	4	1
80-84	8	2	4	1

Wisconsin replacements are commissioned at renewal rates in years 1 - 10.

When the Endorsed Group discount becomes effective after the first year, all premiums are commissioned at rates 6 percentage points less than the Non-Endorsed Commission Rates shown for Wisconsin, but never less than 1%.

### **Commission Limitations for Internal Replacements**

If you replace a Lincoln Benefit Life LTC policy or any other policy administered by LifeCare Assurance Company (our LTC administrator), commissions will be paid as follows:

**Premium**

The portion of the premium for the new policy that is less than or equal to the premium for the policy being replaced...

**First Year Commissions**

paid at renewal commission rate

The portion of the premium for the new policy that is greater than the policy being replaced...

paid at first year commission rate (unless limited by state regulation)

Effective date: Date of Agreement