

THIS AGENT AGREEMENT (this "Agreement") is made and entered into effective as date written next to the Independent Contractor's signature below, by and between **American Generations II, LLC d/b/a**, AGI Financial, a Texas limited liability company having its primary place of business in Georgetown, Texas ("AGI Financial" and / or "Company") and the individual or legal entity executing this Agreement as set forth below (the "Independent Contractor" and / or "Receiving Party").

WHEREAS, AGI Financial and Independent Contractor are engaged in forming and maintaining a business-relationship for the sale of pre-need and life insurance products; and,

WHEREAS, AGI Financial has obtained the exclusive rights to be an Independent Marketing Organization (IMO) for one or more Contracted Insurance Companies (as defined below);

WHEREAS, AGI Financial is willing to permit the Independent Contractor to engage in sales of products of the Contracted Insurance Companies, subject to the terms and conditions of this Agreement and the requirements of such Contracted Insurance Companies;

WHEREAS, AGI Financial is engaged in business activities with funeral homes or funeral service providers and / or is a party to contracts with funeral homes or funeral service providers which require maintaining the confidential nature of such activities and information so as to properly perform under said contracts and -to maintain AGI Financial's competitive advantage in the marketplace; and,

WHEREAS, Independent Contractor will have access to and / or knowledge of the confidential information regarding AGI Financial's business activities or confidential information used in AGI Financial's business or industry; and

WHEREAS, AGI Financial desires to make Independent Contractor aware of the confidential nature of these activities and information and to obtain from Independent Contractor a commitment not to disclose any confidential information, except as provided in this Agreement; and

WHEREAS, AGI Financial has a substantial investment in its client, vendor, independent contractor, and employee relationships and that these relationships are necessary and important to the continued success of AGI Financial's business; and

WHEREAS, the Independent Contractor is prepared to acknowledge the pre-existing nature of these relationships and to refrain from interfering with or disturbing these relationships to the detriment of AGI Financial.

NOW THEREFORE, in consideration of (i) a contract to sell the products of the Contracted Insurance Companies and funeral homes or funeral service providers through AGI Financial's relationship with such companies,(ii) any marketing incentives made available by the Contracted Insurance Companies through AGI Financial, if any , (iii) access to marketing tools and services provided by either or both AGI Financial or any Contracted Insurance Company, if any, and (iv) other new, good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Compliance with Laws and Regulations.** The Independent Contractor shall comply with all federal, state and local laws, regulations and rules applicable to the Independent Contractor's solicitation of pre-need and life insurance products, and all rules, policies, procedures, and standards which are provided to the Independent Contractor by a regulatory agency, AGI Financial or by any AGI Financial Contracted Insurance or funeral service Companies.

- a. The Independent Contractor shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for pre-need or life insurance to AGI Financial and shall maintain such license(s) in good standing at all times during the term of this Agreement.
- b. The Independent Contractor shall complete pre-contracting or appointment paperwork with the AGI Financial Contracted Insurance Companies prior to soliciting the sale of a product, if required.
- c. The Independent Contractor shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other material of provided to the Independent Contractor by AGI Financial or any AGI Financial Contracted Insurance Companies or funeral homes or funeral service providers unless submitted and approved in writing by AGI Financial and/or the AGI Financial Contracted Insurance Companies and funeral homes or funeral service providers. The Independent Contractor shall not create any material that references AGI Financial or AGI Financial Contracted Insurance Companies or funeral homes or funeral service providers unless submitted and approved in writing by AGI Financial.

2. Repayment of Chargebacks; Guarantee; Other Debt. The Independent Contractor agrees to immediately repay to AGI Financial all compensation received from policies in which premiums have been returned or in which the policy or compensation has been subject to recapture ("chargebacks"), including any chargeback of an agent down-line from the Independent Contractor. The Independent Contractor further guarantees and agrees to pay all debt of the Independent Contractor owed to AGI Financial or its Affiliates (defined below) by the Independent Contractor or by any down-line agent from the Independent Contractor. The Independent Contractor agrees to be subordinate to the right of AGI Financial to offset or apply all compensation received against any indebtedness of the Independent Contractor to AGI Financial or AGI Financial Contracted Insurance Companies or funeral homes or funeral service providers. The Independent Contractor agrees that any reasonable attorneys' fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Independent Contractor to AGI Financial. The Independent Contractor agrees that AGI Financial may rely upon information received from the applicable carrier as conclusive in the determination of commissions and chargebacks due either party under this Agreement. Interest will accrue on any unpaid principal balance due AGI Financial at one and one-half percent (1.5%) per month.

3. Commissions as Collateral. As collateral security for the prompt payment in full of amounts due from Independent Contractor to AGI Financial or its agents in this Agreement (including without limitation the guarantee of down-line agents' debts set forth above), Independent Contractor pledges and grants to AGI Financial a lien on and security interest in and to and against any and all of Independent Contractor's right, title and interest in all of the Independent Contractor's commissions obtained or to be received by the Independent Contractor (or in which Independent Contractor has any interest) and Independent Contractor's accounts receivable, whether now owed to Independent Contractor or hereafter earned from the sale of insurance or from the renewal of any existing insurance policy whether now existing or hereafter coming into existence and wherever located (all being collectively referred to in this Agreement as "Collateral", including, without limitation, all proceeds, tort claims, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the Collateral).

4. No Convictions/Authority to Act as Insurance Independent Contractor. Independent Contractor certifies that he or she has never been convicted of a federal or state felony involving dishonesty, fraud, breach of fiduciary duty or breach of trust; or if so, that Independent Contractor has received written authorization from the applicable state insurance commissioner, including without limitation any authorization specifically referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, subsection (3) (2) granting permission to work in the insurance industry.

5. Protected Information about Customers. The Independent Contractor will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain insurance products and/or services through the Independent Contractor. The Independent Contractor will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents or representatives of the Independent Contractor who need to use the information in connection with underwriting, claims administration or other servicing of products and/or services for a particular consumer or customer. The Independent Contractor will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except: as necessary in underwriting, administering claims, or otherwise servicing the consumer or customer transaction requested or authorized by the consumer or customer; or as otherwise permitted under the Gramm-Leach-Bliley Act, and any other applicable federal and/or state regulations and legislation. The Independent Contractor will establish appropriate standards for safeguarding Protected Information within the Independent Contractor's control, i.e., the Independent Contractor will establish his/her own internal security guidelines.

6. The Independent Contractor acknowledges and understands:

- a. **Independent Contractor Obligations.** That as a licensed pre-need or life insurance agent it is the Independent Contractor's responsibility to completely understand the products, commission schedules, commission chargeback provisions, and other pertinent features and benefits pertaining to the companies and products that the Independent Contractor contracts with and to properly solicit and market these products to consumers in accordance with the insurance solicitation laws and consumer protection laws within the state(s) where the Independent Contractor holds a resident and/or non-resident license.
- b. **E&O Insurance.** That the Independent Contractor directly contracted with AGI Financial must maintain errors and omissions insurance coverage (E&O) along with their current Life Insurance License; that AGI Financial does not provide such E&O coverage to or for the Independent Contractor; and, that the Independent Contractor is responsible for purchasing and maintaining his/her own E&O coverage. Any independent contractors who are not directly contracted with AGI Financial and are contracted under or are positioned in the downline of an Independent Contractor directly contracted with AGI Financial, does not need to carry E&O insurance or a life insurance license. Any independent contractor directly contracted to AGI Financial who chooses to waive the E&O coverage for their downline agents, assumes all responsibility for and liability of their downline agents.
- c. **Independent Contractor.** That the Independent Contractor is agreeing to be a part of the many independent contractors associated with AGI Financial. As such the parties to this Agreement acknowledge that the relationship under this Agreement is one of independent contractor and does not constitute any relationship of employer and employee, franchisor and franchisee, partnership or joint venture between the parties. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Independent Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax.

7. Non-Disclosure of Information.

Description of Type of Information and Disclosing Party's Efforts in Developing Information

- A. **WHEREAS**, the Company has been investing considerable capital, time and effort in establishing a proprietary position with respect to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships and pre-need insurance policies and other products and has confidential and proprietary information relating thereto;
- B. **WHEREAS**, the Company at times receives information from its customers or others which the Company is obligated to treat as confidential or proprietary;
- C. **WHEREAS**, Receiving Party wishes to establish a business association with the Company and, in the course of Receiving Party's association with the Company, will have access to certain of such confidential or proprietary information pertaining to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships and pre-need insurance policies or other products or to the business affairs of the Company; and
- D. **WHEREAS**, the Company is willing to discuss and perhaps establish a business association with Receiving Party conditioned only upon the Receiving Party hereby agreeing to protect the Company's confidential and proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the association with the Company of Receiving Party, the Parties hereto agree as follows:

1. Definition of Confidential Information

"Confidential Information" shall mean information relating to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships and pre-need insurance policies developed by the Company or other products or the business affairs of the Company of a proprietary or confidential nature, whether communicated orally or in writing, including by way of illustration and not limitation,

- a. information concerning research and development activities,
- b. manufacturing and processing techniques and know-how,
- c. software, firmware and computer programs and elements of design relating thereto (including, for example, programming techniques, algorithms, inference structures and the construction of knowledge bases),
- d. designs, drawings and formulas,
- e. cost, profit and market information,
- f. financial and other business information with respect to the Company that the Company has not made publicly available,
- g. customer business information, including products of the Company ordered, prices and delivery schedules, and
- h. any information disclosed to the Company by any third party which the Company has agreed, or is otherwise obligated, to treat as confidential or proprietary.

2. Exclusions

Receiving Party, however, shall have no liability to the other party, under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- a. Has become generally known or available to the public without breach of this Agreement by the Receiving Party;
- b. Was known by the Receiving Party before receiving such information from the Company;
- c. Has become known by or available to Receiving Party from a source other than the Company,

- without any breach of any obligation of confidentiality owed to the Company, subsequent to disclosure of such information to it by the Company;
- d. Has been disclosed to persons regularly employed by the Receiving Party who have previously agreed in writing not to disclose such information or to use such information for any purpose other than to assist it to determine whether to pursue the Business Purpose;
 - e. Has been independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information;
 - f. Has been provided to the Receiving Party with a written statement that it is provided without restriction on disclosures; or
 - g. Has been approved for release or use by written authorization of the Company.

3. Obligations of Receiving Party

The Receiving Party acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with the proposed acquisition or other business relationship, of any of the Confidential Information. Receiving Party agrees to:

- a. To hold the Confidential Information in strict confidence;
- b. Not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the Company in writing;
- c. To use all reasonable precautions, consistent with the Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- d. Not to make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Company to Receiving Party except such as are necessary for Receiving Party's internal communications in connection with the Business Purpose; and
- e. Not to use any Confidential Information for any purpose other than the Business Purpose.

4. Required Disclosures

Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

5. Return of Confidential Information

Receiving Party shall return all written material, photographs and all other documentation made available or supplied by the Company to Receiving Party, and all copies and reproductions thereof, on request.

6. Retention of Legal Rights

The Company retains all rights and remedies afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

7. Injunctive Relief

Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the Company. Accordingly, the Receiving Party hereby unconditionally and specifically agrees that the Company will have the right to obtain an immediate injunction against any breach and / or threatened breach of this Agreement, as well as and in addition to the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Covenant Not ~~To~~ Complete With AGI Financial

In consideration of Company's agreement to provide Receiving Party with, as well as any future provision of, Confidential Information and third party information, as well as its agreement to provide training, marketing and —increased business opportunity to Receiving Party, all as set forth above, Receiving Party agrees, that for a period —of during the course of any business dealings or directly or indirectly related to the marketing and sale of pre-need cremation insurance policies by and between the Parties and for a period of five (5) years thereafter, Receiving Party agrees not to directly or indirectly compete with Company in the sale, marketing, management or participation of any kind of business or business model incident to the marketing, sale and management of pre-need cremation insurance policies similar to the information shared through this disclosure, or establish or partner with a competing business, within the entirety of the United States of America. The covenant not to compete will not prevent the receiving party from continuing to transact business in the manner it has historically engaged in the sale of pre-need insurance to date.

Receiving Party acknowledges that Company has a legitimate business and financial interest in preventing it from competing with it following termination of any discussions or business dealings with Receiving Party. Furthermore, Receiving Party hereby agrees to and acknowledges that such Non-Compete provisions set forth herein are reasonable in both time and geographic restriction due to the unique nature of Company's business and business model. Receiving Party understands and agrees that damages for a violation of the Covenants Not To Compete herein will not be subject to a reasonable determination in many cases, and, therefore, it agrees to the imposition of an injunction against it to enforce the provisions of this Covenant Not To Compete. Receiving Party hereby agrees to reimburse Company for any and all damages, of any type or character, attorney's fees —and expenses, through any appeals, that Company -may incur in its enforcement of this Covenant Not To Compete.

9. Covenant Not To Complete With IMO Partners

In consideration of Company's agreement to provide Receiving Party with, increased business opportunity that for a period of one year during the course of any business dealings directly or indirectly related to the marketing and sale of pre-need cremation insurance policies within the AGI Financial distribution opportunity, Receiving Party agrees not to directly or indirectly compete with any AGI Financial IMO Partners in the recruiting of other IMO's from whom those IMO Partners have provided an "exclusivity" list of personal business relationships incident to the marketing, sale and management of pre-need cremation insurance policies in the United States of America. The covenant not to compete will not prevent the receiving party from continuing to transact business in the manner it has historically engaged in the sale of pre-need insurance to date.

Receiving Party acknowledges that Company has a legitimate interest in preventing it from competing with it's IMO Partners' "exclusivity" list of contacts for a protected period of one year. The list must be furnished to AGI Financial with its initial contract and must include the following:

- a. Business Name
- b. Business DBA
- c. Business Address
- d. Business Phone Number
- e. Business Contact Name and Title

Furthermore, Receiving Party hereby agrees to and acknowledges that such Non-Compete provisions set forth herein are reasonable in both time and geographic restriction due to the unique nature of Company's business and business model. Receiving Party understands and agrees that damages for a violation of the Covenants Not To Compete With IMO Partners of AGI Financial herein will not be subject to a reasonable determination in many cases, and, therefore, it agrees to the imposition of a possible termination of its contract.

10. Term of Agreement

This Agreement applies to all Confidential Information that is disclosed by the Company to the Receiving Party during the period that begins on the date set forth below and ends three (3) years thereafter. The obligations of this Agreement will remain in effect for an additional five (5) years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

11. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth in writing and signed by both parties to this Agreement.

12. Governing Law

This Agreement shall be governed by the laws of the State of Texas as applied to contracts entered into and to be performed entirely within the State of Texas.

13. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, parent companies, subsidiaries, partnering entities or individuals and assigns.

8. Definitions:

- a. "**Agents**" shall mean the agents of AGI Financial, each of whom are deemed to be third-party beneficiaries to the terms of this Agreement.
- b. "**Contracted Insurance Companies**" shall mean any insurance company with whom AGI Financial has served as a managing general agent during the twelve (12) months immediately prior to the termination of the services of Independent Contractor to AGI Financial.
- c. "**Funeral Homes or Funeral Service Providers**" shall mean any establishment or business intended for the procurement, facilitation, preparation or administration of services dealing with the burial or cremation of human remains.
- d. "**Final Expenses Insurance**" shall mean permanent insurance policies payable on the insured's deaths to cover costs associated with the death of the insured, including but not limited to funeral and burial expenses, with a face benefit amount of no greater than \$25,000.00.
- e. "**IMO**" shall collectively mean a master general agent, managing general agent or independent marketing organization.
- f. "**Life Insurance Products**" shall have the same meaning as is customary for life insurance products or life insurance policies that are the same or substantially similar to those life insurance products or life insurance policies sold, marketed, promoted or transacted by AGI Financial during Independent Contractor's relationship with AGI Financial; provided, however, that the term 'Life Insurance Products' shall also include annuities and annuity contracts and provided further that the term 'Life Insurance Products' shall not include Final Expense Insurance and Group Life Insurance.
- g. "**Pre-need Insurance**" shall mean insurance policies that are the same or substantially similar to those life insurance products or life insurance policies sold, marketed, promoted or transacted by AGI Financial during Independent Contractor's relationship with AGI Financial for the sale of insurance products pertaining to pre-arranged funeral services.

9. **Master General Independent Contractor; Independent Marketing Organization (AGI).** Independent Contractor acknowledges and understands that AGI Financial has a relationship with the Contracted Insurance Companies as an IMO in which AGI Financial recruits and manages other IMO's to sell insurance for the Contracted Insurance Companies ("the down-line agents") and AGI Financial is "upline" to all such agents. The Independent Contractor is a down-line agent of AGI Financial and is appointed to sell insurance as a general agent or producer of the Contracted Insurance Companies.

- a. **Hold Harmless.** Independent Contractor hereby agrees to indemnify, defend and hold harmless AGI Financial against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from a breach of this Agreement, any debt owed by Independent Contractor or agents down-line from Independent Contractor to AGI Financial or its agents, or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Independent Contractor or any of the Independent Contractor's agents or employees. Notwithstanding the foregoing, the Independent Contractor shall not be obligated to indemnify AGI Financial for the amounts of any losses which have actually been reimbursed to AGI Financial pursuant to errors and omissions liability insurance maintained by the Independent Contractor.
- b. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- c. **Governing Law; Submission to Jurisdiction.** AGI Financial has offices in Williamson County, Texas and conducts a substantial amount of its business activities from that location and throughout the State of Texas. This Agreement shall be governed by and construed in accordance to the laws of the State of Texas, without regard to principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of Texas and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees:
 - i. to be subject to, and hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the courts of Williamson County, Texas and of the federal district court, which includes Williamson County, Texas, for the purposes of any action, suit or proceeding (including appeals to their respective appellate courts) arising out of this Agreement or the transactions contemplated hereby (and agrees not to commence any action or proceeding except in such courts), and
 - ii. to the fullest extent permitted by law, that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to this provision shall have the same legal force and effect as if served upon such party personally within the State of Texas.

10. **Master General Independent Contractor; Independent Marketing Organization (~~Jordan's Crossing, LLC~~AGI Financial's Contracted Funeral Homes).** Independent Contractor acknowledges and understands that AGI Financial has a relationship with ~~Jordan's Crossing, LLC~~various contracted funeral homes, "the Contracted Funeral Home and Funeral Services Network", in which AGI Financial recruits and manages other IMO's to sell funeral packages and pre-need insurance for the Contracted Funeral Home and Funeral Services Network ("the down-line agents") and that AGI Financial is "upline" to all such agents. The Independent Contractor is a down-line agent of AGI Financial and is appointed to sell funeral packages and pre-need insurance for the Contracted Funeral Home and Funeral Services Network as a general agent or producer of the Contracted Funeral Home.

a. **Hold Harmless.** Because of the exclusive distribution and servicing agreement between AGI Financial and ~~AGI's contracted funeral homes~~Jordan's Crossing, LLC, the Independent Contractor agrees to indemnify, defend and hold harmless AGI Financial and ~~AGI's contracted funeral homes~~Jordan's Crossing, LLC, "the Contracted Funeral Home and Funeral Services Network", against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from a breach of this Agreement, fraudulent solicitation of any and all pre-approved funeral packages, fraudulent promises of performance outside of the strict limitations of the pre-set funeral packages, any debt owed by Independent Contractor or agents down-line from Independent Contractor to AGI Financial ~~and Jordan's Crossing, LLC~~ or ~~their~~ Contracted Funeral Home and Funeral Services Network" or its agents, or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Independent Contractor or any of the Independent Contractor's agents or employees in any representation of the funeral home and the funeral services network. Notwithstanding the foregoing, the Independent Contractor shall not be obligated to indemnify AGI Financial or ~~AGI's contracted funeral homes~~ Jordan's Crossing, LLC for the amounts of any losses which have actually been reimbursed to AGI Financial or ~~AGI's contracted funeral homes~~ Jordan's Crossing, LLC pursuant to errors and omissions liability insurance maintained by the Independent Contractor. The IMO and/or its downline agents agree to act in good faith as a representative of ~~Jordan's Crossing, LLC and the affiliated~~their Contracted Funeral Home and Funeral Services Network pursuant to the mandatory training offered by AGI Financial. The IMO's and its downline agents will comply with all Federal, State and Local regulations during the course of any sale or solicitation of a ~~AGI's contracted funeral home's~~ Jordan's Crossing, LLC product or package. All fraudulent solicitation of funeral products and packages that are sold in violation of the terms and approved pre-set packages is strictly prohibited. ~~AGI's contracted funeral homes~~ Jordan's Crossing, LLC and the vendors associated with their Funeral Services Network will not be held liable for any/all lawsuits filed as a result of false advertising or promises made by the soliciting independent agent during the course of the sale in an effort to make a sale.

b. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

c. AGI Financial has offices in Williamson County, Texas and conducts a substantial amount of its business activities from that location and throughout the State of Texas. This Agreement shall be governed by and construed in accordance to the laws of the State of Texas, without regard to principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of Texas and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees:

i. to be subject to, and hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the courts of Williamson County, Texas and of the federal district court, which includes Williamson County, Texas, for the purposes of any action, suit or proceeding (including appeals to their respective appellate courts) arising out of this Agreement or the transactions contemplated hereby (and agrees not to commence any action or proceeding except in such courts), and

ii. to the fullest extent permitted by law, that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to this provision shall have the same legal force and effect as if served upon such party personally within the State of Texas.

~~e. **Governing Law; Submission to Jurisdiction.** Jordan's Crossing, LLC has offices in Bell County, Texas and conducts a substantial amount of its business activities from that location and throughout the~~

~~State of Texas. This Agreement shall be governed by and construed in accordance to the laws of the State of Texas, without regard to principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of Texas and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees:~~

- ~~i. to be subject to, and hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the courts of Williamson County, Texas and of the federal district court, which includes Williamson County, for the purposes of any action, suit or proceeding (including appeals to their respective appellate courts) arising out of this Agreement or the transactions contemplated hereby (and agrees not to commence any action or proceeding except in such courts), and~~
- ~~ii. to the fullest extent permitted by law, that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to this provision shall have the same legal force and effect as if served upon such party personally within the State of Texas.~~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

AMERICAN GENERATIONS II, LLC. d/b/a. AGI Financial

Brian A. Piacentini

Name: Brian A. Piacentini
Title: Chief Executive Officer ACCEPTED

AND AGREED:
INDEPENDENT CONTRACTOR:

Name:
Print

Signature: _____ Date:
State of Residence:

