

[None Found]

Hunting/Fishing Permit:

[None Found]

Concealed Weapons Permit:

[None Found]

Possible Associates:

JAMES MICHAEL HOPKINS DOB: 1/7/1964 Age: 45
535-80-xxxx issued in Washington between 1/1/1977 and 12/31/1978

Names Associated with Associate:

JIM JT HOPKINS DOB: 1/7/1964 Age: 45

issued in Washington between 1/1/1977 and 12/31/1978

JIM MICHAEL HOPKINS DOB: 1/7/1964 Age: 45

issued in Washington between 1/1/1977 and 12/31/1978

Previous And Non-Verified Address(es):

7887 HONEYWOOD HILL LN, SALT LAKE CITY UT 84121-5918, SALT LAKE COUNTY (2004 - Dec 2006)

2301 TUCKER RD, HOOD RIVER OR 97031-9687, HOOD RIVER COUNTY (Mar 2002 - 2007)

2742 MELBOURNE ST, SALT LAKE CITY UT 84106-4040, SALT LAKE COUNTY (Dec 1999 - 2007)

633 E 200 S, CLEARFIELD UT 84015-4003, DAVIS COUNTY (Dec 2001 - Apr 2002)

3561 LOST SPRING LN, SALT LAKE CITY UT 84121-5961, SALT LAKE COUNTY (Feb 1987 - Sep 2001)

923 HERBERT AVE, SALT LAKE CITY UT 84105-1408, SALT LAKE COUNTY (Nov 2000)

3527 SUMMER ESTATES CIR, SALT LAKE CITY UT 84121-5993, SALT LAKE COUNTY (Jan 1998 - Jan 1999)

1497 S 500 E, SALT LAKE CITY UT 84105-2046, SALT LAKE COUNTY (Nov 1995 - Nov 1998)

PO BOX 511543, SALT LAKE CITY UT 84151-1543, SALT LAKE COUNTY (Sep 1996 - Mar 1997)

3006 MOUNT JORDAN RD, SANDY UT 84092-8383, SALT LAKE COUNTY (Feb 1987 - Dec 1992)

LEE DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

Names Associated with Associate:

LEE YONG JO DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YONG JOLEE DOB: 5/1/1939 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YONG JOLEE DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YONG J LEE DOB: 5/1/1939 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YONG JO LEE DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YOUNG JO LEE DOB: 5/1/1939 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YOUNG JO LEE DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

YUNG J LEE DOB: 1940 Age: 69

issued in Washington between 1/1/1993 and 12/31/1993

Active Address(es):

✓ 9255 SE 36TH PL, MERCER ISLAND WA 98040-3737, KING COUNTY (May 1995 - Dec 2008)
LEE YONG 206-230-9349

Previous And Non-Verified Address(es):

8007 RENTON ISSAQUAH RD SE, ISSAQUAH WA 98027-8546, KING COUNTY (Oct 2005 - 2008)

8015 RENTON ISSAQUAH RD SE, ISSAQUAH WA 98027-8546, KING COUNTY (2006)

4733 UNIVERSITY WAY NE, SEATTLE WA 98105-4412, KING COUNTY (Aug 2001 - 2002)

7380 BATES RD, MERCER ISLAND WA 98040, KING COUNTY (Jul 1995 - Sep 1996)

9062 E SHOREWOOD DR APT 159, MERCER ISLAND WA 98040-3294, KING COUNTY (Mar 1993 - Oct 1994)

824 S 150TH PL APT J803, BURIEN WA 98148-2509, KING COUNTY (Mar 1993 - Apr 1993)

JUNG SOOK LEE DOB: 10/21/1944 Age: 64

531-29-xxxx issued in Washington between 1/1/1993 and 12/31/1994

Active Address(es):

✓ 9255 SE 36TH PL, MERCER ISLAND WA 98040-3737, KING COUNTY (Oct 1995 - Dec 2008)
LEE YONG 206-230-9349

Previous And Non-Verified Address(es):

8015 RENTON ISSAQUAH RD SE, ISSAQUAH WA 98027-8546, KING COUNTY (Oct 2005 - Nov 2006)

8007 RENTON ISSAQUAH RD SE, ISSAQUAH WA 98027-8546, KING COUNTY (Oct 2005)

9062 E SHOREWOOD DR APT 159, MERCER ISLAND WA 98040-3294, KING COUNTY (Apr 1995)



• Fax Sheet: One of One

Date: February 05, 2009

Great American Advisors, Inc

Attn: Mr. Shawn M. Mihal

Chief Compliance Officer



Confirmation of our telecon yesterday Feb 04, 2009.

1. Address: 14209 119th PL NE Kirkland, WA 98034-1104

2. Last Four Digests of my S>S> Number Rest is correct.

3/ Beneficiaries: Share and Share alike 50/50

Tracy Marie Sharpe

Theresa Lynn Ang

Thank you in advance -

Richard P. Falcone 2-5-2009
Richard Phillip Falcone

• Fax Sheet: One of One

Date: February 05, 2009

Great American Advisors, Inc

Attn: Mr. Shawn M. Mihal

Chief Compliance Officer

Confirmation of our telecon yesterday Feb 04, 2009.

1. Address: 14209 119th PL NE Kirkland, WA 98034-1104

2. Last Four Digests of my S>S> Number [REDACTED] Rest is correct.

3/ Beneficiaries: Share and Share alike 50/50

Tracy Marie Sharpe

Theresa Lynn Ang

Thank you in advance -

Richard P. Falcone 2-5-2009
Richard Phillip Falcone [REDACTED]



McDaniel, Tom

From: Shawn Miha/CINCINNATI/AAG@AAG@AFG
Sent: Friday, February 06, 2009 7:06 PM
To: McDaniel, Tom
Cc: Gaynor, William
Subject: FW: A fax has arrived from remote ID '641 7954360'.

Hi Tom:

I received this from Richard Falcone today.

Thanks,
Shawn

-----Original Message-----

From: GAA Compliance
Sent: Friday, February 06, 2009 2:50 PM
To: Miha, Shawn
Subject: FW: A fax has arrived from remote ID '641 7954360'.

-----Original Message-----

From: Fax Gateway [mailto:RFAX@10.48.22.9]
Sent: Friday, February 06, 2009 1:39 PM
To: GAA Compliance
Subject: A fax has arrived from remote ID '641 7954360'.

A fax has arrived from remote ID '641 7954360'.

Time: 2/6/2009 1:37:28 PM
Received from remote ID: 641 7954360
inbound user ID COMPLIANCE, routing code 4125142
Result: (0/352;0/0) Successful Send
Page record: 1 - 1



AC0EP6F5.TIF

Elapsed time: 01:18 on channel 7

Shawn,

I just found the card of the
Rep. in the Falcone case

Retirement Protection Services, LLC

Gregg Henderson
President

WA. Ins. License#193414
OR. Ins. License#68731B

(206) 354-1321
20900 NE 42nd St. Sammamish, WA 98074
Email: safeinvestment@comcast.net
Reservation Phone: 800-769-1617





PDB Report

Name: GREGG A HENDERSON
Resident State (s): WA
DOB: 04/28/1964
NPN: 7226762

Last Updated
Demographics: 02/19/2009
Producer Licensing: 07/22/2008
Appointments: 03/24/2009

Report Type: All Available Information
Report Date: 4-15-2009
Report Options: License, Demographics, Appt/Term

Selected States				
(* = supplying appointment data)				
OR	*WA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Resident State(s)

SUMMARY FOR STATE: WA
GREGG A HENDERSON

NPN: 7226762 Date: 4-15-2009

GREGG A HENDERSON

Demographics NPN: 7226762 Date: 4-15-2009
STATE: WA

Date Updated: Business Addresses :
02/19/2009 20900 NE 42ND ST SAMMAMISH, WA 98074
Date Updated: Mailing Addresses :
05/17/2007 20900 NE 42ND ST SAMMAMISH, WA 98074
Date Updated: Residence Addresses :
02/19/2009 20900 NE 42ND ST SAMMAMISH, WA 98074

License Summary NPN: 7226762 Date: 4-15-2009
STATE: WA

License#: 193414 Issue Date: 04/29/2002 Expiration Date: 04/28/2010 Last Updated: 05/01/2008
Class: Agent Residency: R Active: Yes * Indicates current loa

status

CE Compliance: N/S CE Renewal Date: 04/28/2010 CE Credits Needed:

<u>Line Of Authority</u>	<u>Authority Issue Date</u>	<u>Status</u>	<u>Status Reason</u>	<u>Status/Reason Date</u>
Disability	04/29/2002	Active	*	04/29/2002
Life	04/29/2002	Active	*	04/29/2002

Appointments NPN: 7226762 Date: 4-15-2009
STATE: WA

<u>Company Name</u>	<u>FEIN</u>	<u>Line Of Cocode Authority</u>	<u>Status</u>	<u>Termination Reason</u>	<u>Current Appt/Term Effective Date</u>	<u>Appointment Renewal Date</u>
Allianz Life Ins Co Of North America	90611		Appointed		02/01/2007	07/19/2010
American Equity Investment Life Ins Co	92738		Terminated		09/02/2008	10/06/2009
American Family Life Assur Co Of Columbus	60380		Terminated		05/02/2008	10/02/2009
American General Life Ins Co	60488		Appointed		07/25/2008	08/01/2009
American Investors Life Ins Co Inc	60631		Appointed		07/31/2007	09/06/2010
Americo Financial Life And Annuity Ins Co	61999		Appointed		01/02/2009	03/01/2011
Annuity Investors	93661		Appointed		12/27/2006	05/04/2010

Life Ins Co				
Bankers Life & Casualty Co	61263	Terminated	06/17/2005	07/08/2006
Berkshire Life Ins Co Of America	71714	Appointed	10/04/2007	09/25/2010
Equitrust Life Ins Co	62510	Appointed	03/21/2008	06/19/2010
Great American Life Ins Co	63312	Appointed	06/27/2006	03/03/2011
Guardian Ins And Annuity Co Inc The	78778	Appointed	10/04/2007	09/01/2010
Guardian Life Ins Co Of America The	64246	Appointed	10/04/2007	04/01/2010
Jackson National Life Ins Co	65056	Terminated	01/30/2008	01/23/2009
Lincoln National Life Ins Co The	65676	Terminated	03/09/2009	08/24/2009
Mutual Of Omaha Ins Co	71412	Appointed	08/01/2008	02/10/2010
National Western Life Ins Co	66850	Appointed	01/02/2009	03/07/2011
North American Co For Life And Health Ins Penn	66974	Appointed	06/04/2007	10/07/2009

Treaty Network America Ins Co	63282	Terminated	12/08/2008	02/15/2010
Symetra Life Ins Co	68608	Terminated	04/08/2008	04/05/2008
United World Life Ins Co	72850	Appointed	08/01/2008	09/02/2010

Non-Resident State(s)

SUMMARY FOR STATE: OR

GREGG A HENDERSON NPN: 7226762 Date: 4-15-2009

GREGG A HENDERSON

Demographics NPN: 7226762 Date: 4-15-2009
STATE: OR

DOB: 04/28/1964

Date Updated: Business Addresses :

03/01/2007 AFLAC 111 QUEEN ANNE AVE N, STE 500 SEATTLE, WA 98109

Date Updated: Mailing Addresses :

03/01/2007 111 QUEEN ANNE AVE N, STE 500 SEATTLE, WA 98109

Date Updated: Residence Addresses :

03/01/2007 20900 NE 42ND ST SAMMAMISH, WA 98074

License Summary NPN: 7226762 Date: 4-15-2009

STATE: OR

License#: 687318	Issue Date: 06/23/2005	Expiration Date: 06/30/2007	Last Updated: 03/03/2007
Class: Producer	Residency: NR	Active: No	<u>* Indicates current loa status</u>
CE Compliance: N/S	CE Renewal Date:	CE Credits Needed:	

<u>Line Of</u>	<u>Authority</u>	<u>Status/Reason</u>
----------------	------------------	----------------------

Authority	Issue Date	Status	Status Reason	Date
Health	06/23/2005	Inactive *	Expired Renewable	06/30/2007
Life	06/23/2005	Inactive *	Expired Renewable	06/30/2007

Appointments

STATE: OR

No Information Available

Regulatory Actions GREGG A HENDERSON NPN: 7226762 Date: 4-15-2009

No Information Available

Comments GREGG A HENDERSON NPN: 7226762 Date: 4-15-2009

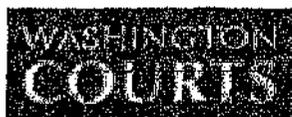
No Information Available

The Producer Database (PDB) compiles information provided by participating state insurance departments including licensing information on insurance producers and/or registered securities brokers and regulatory actions on insurance producers, companies and other entities engaged in the business of insurance. Not every state participates actively or fully in the PDB. The Producer Database does not report adverse licensing or regulatory action information on individuals if the information is more than seven (7) years old. Users are cautioned that the absence of information on a particular individual or entity should not be taken as conclusive that no licensing or regulatory action information exists. The information is provided "AS IS" and there is no guarantee of the truth or accuracy of the information provided by the state insurance department. There is no guarantee the information in the PDB has not been modified, revised or updated and not reported by the state insurance department to the PDB.

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DFCRP/OSPLP

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Superior Court Case Summary

Court: King Co Superior Ct
Case Number: 08-2-38744-5

Sub	Docket Date	Docket Code	Docket Description	Misc Info
1	11-10-2008	SMCMP	Summons & Complaint	
2	11-10-2008	*ORSCS JDG0052	Set Case Schedule Judge Bruce Heller, Dept 52	05-03- 2010ST
3	11-10-2008	CICS LOCS	Case Information Cover Sheet Original Location - Seattle	
4	11-10-2008	NTDMP	Nt Re: Dependent Of Military Person	
5	11-21-2008	ORCJ JDG0030	Order For Change Of Judge Judge Douglass A. North, Dept 30	
6	12-02-2008	AFSR	Affidavit/dclr/cert Of Service	
7	12-02-2008	DCLRM	Declaration Of Mailing	
8	12-02-2008	NTHG	Notice Of Hearing /default Judgment	12-19- 2008
9	12-02-2008	MTDJ	Motion For Default Judgment	
10	12-02-2008	DCLR	Declaration Re Sum Certain	
11	12-05-2008	ANAFDF	Answer & Affirmative Defense	
12	01-12-2009	NTHG	Notice Of Hearing /summ Jdgmt	03-20- 2009
13	01-12-2009	MTSMJG	Motion For Summary Judgment/pltf	
14	01-12-2009	DCLR	Declaration Adam Boehm	
15	01-12-2009	DCLR	Declaration Laurin	

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If you are viewing a district municipal appellate court docket, you may be able to see future court appearances or case dates if there are any. Since superior court dockets generally calendar their caseloads on different systems, this search tool cannot display superior court calendaring information.

Contact Information

King Co Superior Ct
 516 3rd Ave, Rm C-203
 Seattle, WA 98104-2361

Map & Directions
 206-296-9100[Phone]
 206-296-0986[Fax]
 Visit Website
 206-205-5048[TDD]

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16	02-06-2009	DCLRM	Schweert Declaration Of Mailing	
17	02-10-2009	NTHG	Notice Of Hearing /summ Jdgmt	03-06-2009
18	02-13-2009	NTHG	Notice Of Hearing /summ Jdgmt	03-06-2009
19	02-13-2009	NTHG	Notice Of Hearing /shorten Time	03-06-2009
22	02-13-2009	DCLR	Declaration Of Geoffrey Grindeland	
23	02-27-2009	AFML	Affidavit Of Mailing	
24	02-27-2009	OB	Objection / Opposition -deft	
25	02-27-2009	OB	Objection / Opposition -pltf	
26	03-04-2009	RPY	Reply To Summary Judgment / Pla	
28	03-04-2009	MT	Motion /def/strike Cross Sum Jdgmt	
29	03-06-2009	SMJHRG JDG0030	Summary Judgment Hearing Judge Douglass A. North, Dept 30	
-	03-06-2009	AUDIO	Audio Log Dr W764	
30	03-06-2009	ORGMT	Order Granting Motion To Strike Ex	

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Superior Court Case Summary

Court: King Co Superior Ct
Case Number: 07-2-30310-3

Sub	Docket Date	Docket Code	Docket Description	Misc Info
1	09-18-2007	CFJG	Confession Of Judgment	
2	09-18-2007	*ORSCS JDG0027	Set Case Schedule Judge Joan Dubuque, Dept 27	03-09- 2009ST
2A	09-18-2007	CICS LOCS	Case Information Cover Sheet Original Location - Seattle	
3	09-18-2007	JD EXP0001	Judgment On Confession Ex-parte, Dept	
4	10-04-2007	NTHG	Notice Of Hearing /directing Apr	10-12- 2007
5	10-04-2007	MT	Motion To Appear/plaintiffs	
6	10-04-2007	DCLR	Declaration Gregg Henderson	
7	10-11-2007	MTFEJD	Motion&afdt Exam Of Jdgmnt Debtor	
-	10-11-2007	\$FFR	Filing Fee Received	20.00
8	10-11-2007	ORSUP	Order Re: Supplemental Proceedings	11-06- 2007SP
9	10-17-2007	NTHG ACTION	Notice Of Hearing Supplemental Proceedings	11-06- 2007
10	10-22-2007	AFSR	Affidavit/dclr/cert Of Service	
11	02-13-2009	\$AFG	Affidavit Of Garnishment	20.00
12	02-13-2009	\$AFG	Affidavit Of Garnishment	20.00
13	02-17-2009	\$AFG	Affidavit Of Garnishment	20.00

About Dockets

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If you are viewing a district municipal appellate court docket, you may be able to see future court appearances or case dates if there are any. Since superior court dockets generally calendar their caseloads on a monthly basis, this search tool cannot display superior court calendaring information.

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516 3rd Ave, Rm C-203
Seattle, WA 98104-2361
Map & Directions
206-296-9100[Phone]
206-296-0986[Fax]
Visit Website
206-205-5048(TDD)

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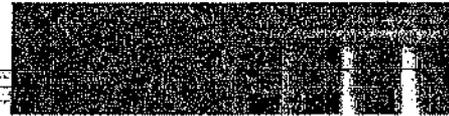
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14	02-17-2009	\$AFG	Affidavit Of Garnishment	20.00	2) Do not guarantee that information most current form;
15	02-24-2009	NTAPR	Notice Of Appearance /def		3) Make no representations regarding identity of any person whose name is on these pages; and
16	02-24-2009	MT	Motion Quash Writs Of Garnishment		4) Do not assume any liability result the release or use of the information
18	02-24-2009	NTMTDK ACTION	Note For Motion Docket Quash Writ Of Garnishment	03-03-2009T1	Please consult official case records in court of record to verify all provide information.
19	02-25-2009	NTHG ACTION	Notice Of Hearing Quash Writ Of Garnishment	03-04-2009T1	
20	02-26-2009	ANWRGR	Answer To Writ Of Garnishment		
21	02-26-2009	ANWRGR	Answer To Writ Of Garnishment		
22	03-02-2009	ANWRGR	Answer To Writ Of Garnishment		
23	03-02-2009	DCLR	Declaration Stephanla Denton		
24	03-02-2009	OB	Objection / Opposition -pltf		
25	03-03-2009	RPY	Reply To Oppstn To Mtn Quash Writ		
26	03-04-2009	DRQ	Order Quashing Writ Of Garnishment		
27	03-23-2009	ANWRGR	Answer To Writ Of Garnishment		
28	04-09-2009	MTEJJD	Motion&afdt Exam Of Jdgmnt Debtor		
	04-09-2009	\$FFR	Filing Fee Received	20.00	
29	04-09-2009	ORSUP EXP0007	Order Re: Supplemental Proceedings Ex-parte, Dept. Seattle - Clerk	04-20- 2009	
30	04-09-2009	DCLR	Declaration Of Stephanla Denton		
31	04-09-2009	NTHG	Notice Of Hearing /suppl Proc	04-20- 2009	

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Superior Court Case Summary

Court: King Co Superior Ct
Case Number: 07-9-28022-2

Sub	Docket Date	Docket Code	Docket Description	Misc Info
	09-18-2007	CFJG	Confession Of Judgment Against Deft, I.r. Dean Aldridge & In Favor Of Pltfs, Gregg & Julie Henderson Int @ Publicly Announced Prime Rate Of Washington Mutual Bank Plus One Quarter Percent (1/4%) Per Annum	

About Dockets

You are viewing the case docket or summary. Each Court level uses different terminology for this information, but at all court levels, it is a list of activities or documents related to the case. District and municipal court dockets tend to include case details, while superior court dockets tend to be limited to official documents and documents related to the case.

If you are viewing a district municipal or appellate court docket, you may be able to see future court appearances or calendar dates if there are any. Since superior courts generally calendar their caseloads on their own systems, this search tool cannot display superior court calendaring information.

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Seattle, WA 98104-2361
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206-296-0986[Fax]
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CONFIDENTIAL
INVESTIGATIVE SERVICES REPORT



DATE: May 18, 2009

CASE #: A9-007

FROM: Alli Kruessel
Security Specialist I

REPORT: First

DATE REPORTED: 1/29/2009

OFFICE: Cincinnati

TO: Distribution

SUBJECT: Richard P. Falcone, victim

EXPOSURE: Unknown

AGENT: Gregg A. Henderson

LOCATION: Kirkland, WA

SYNOPSIS

Bill Gaynor, GAFRI Legal Department, reported to Investigative Services that Richard P. Falcone, Great American Advisors client, might have been impersonated in an attempt to facilitate a fraudulent financial transaction on his brokerage account.

CASE CONCLUSION TO DATE

- Investigative efforts determined that a man claiming to be Richard P. Falcone, GAA client, contacted the Trade Desk to request liquidation of his brokerage account. Upon GAA's mandatory follow up with Falcone, the client stated that he did not recall the account liquidation request.
- Investigative Services determined that Falcone had met with financial advisor Gregg A. Henderson prior to the calls received by the Trade Desk. Falcone stated that he did not recall completing the paperwork necessary to initiate a transfer of the funds in his GAA account to another company. In addition, our investigation determined that the day after Falcone met with Henderson, the first of two calls was received at the Trade Desk requesting liquidation of Falcone's account.
- Investigative Services interviewed Gregg Henderson. Henderson at first refused to cooperate in our investigation, then denied having any interaction with Falcone. Henderson later admitted meeting with Falcone and alleged that Falcone initiated the account liquidation. Henderson denied any improper actions involving Falcone's account.
- Our examination of the recorded conversations with the GAA Trade Desk determined the caller was not Richard Falcone.

ADDITIONAL FINDINGS

- Gregg A. Henderson holds active appointments with GALIC, AILIC and LOYAL.

STATUS

- Our findings will be referred to the Washington Department of Insurance. Our findings have also been referred to GAFRI management for their review.

NEXT REPORT

- Our next report will be issued when additional information becomes available.

DISTRIBUTION

Bob Dobbs
Bill Gaynor
Jim Henderson
Jim Kennedy
Tom McDaniel
Shawn Mihal
Mark Muething

Please address comments or questions to the assigned investigator – Alli Kruessel, akruessel@gaic.com. Investigative details are housed in Investigative Services.



CONFIDENTIAL
INVESTIGATIVE SERVICES REPORT

AMERICAN
FINANCIAL
GROUP, INC.

DATE: July 20, 2009

CASE #: A9-007

FROM: Allison Kruessel
Security Specialist I

REPORT: Status Update

DATE REPORTED: 1/29/2009

OFFICE: Cincinnati

TO: Distribution

SUBJECT: Richard P. Falcone, victim

EXPOSURE: Unknown

AGENT: Gregg A. Henderson

LOCATION: Kirkland, WA

SYNOPSIS

Bill Gaynor, GAFRI Legal Department, reported to Investigative Services that Richard P. Falcone, Great American Advisors client, might have been impersonated in an attempt to facilitate a fraudulent financial transaction on his brokerage account.

CASE CONCLUSION TO DATE

- This is an update to our previous report.
- It was previously reported that a man impersonated GAA client Richard P. Falcone in an attempt to liquidate Falcone's GAA brokerage account, that shortly before the attempt Falcone met with GAFRI agent Gregg A. Henderson and might have given Henderson the information necessary to facilitate the fraudulent transaction and that Henderson denied any improper actions involving Falcone's account.

STATUS

- Our findings have been referred to the Washington Department of Insurance and GAFRI management for review. The WA DOI is currently investigating and Henderson still holds current appointments with GALIC, AILIC and LOYAL.

NEXT REPORT

- Our next report will be issued when additional information becomes available.

DISTRIBUTION

Rick Fox
Tom McDaniel

Please address comments or questions to the assigned investigator -- Alli Kruessel, akruessel@gaic.com.
Investigative details are housed in Investigative Services.



A9-007 Richard Falcone

FOid
INV. IN
AVIVA

→ Chris Maske 10:18am
1 800 800 9882
2388

Application pending

11/27/09 - per Agt client wanting to cancel
Might change mind

rec copy of DL (Falcone)

Agent - Greg Henderson

Nothing active, no \$ has come in

14209 119th NE Pl. NE

⊖
A9-007

- SEC - took up
 - Federal - Money/stock transactions
 - Bill Gaynor
 - SAR - suspicious activity rpt
 - ↳ Diff. from fraud rpt
- WA
 - DOJ - has to do w/ license

Need to rpt to SEC?
If 1 rpt, ask for assistance

- Dual regulatory authority
 - NA ins. bureau

Reg. & Regulatory w/ FINRA

wasn't trying to do anything w/ our materials

Don't think
SEC would
be appropriate

FINRA
WA DOJ

WA DOI

FM indicates

Rec.

~~It's statutes~~

~~Don't refer to~~

~~another entity~~

~~and to affected~~

~~companies~~

~~close it~~

Unique case

- Raging alcoholic for yrs
- Can't remember
- Blackouts

Stocks & money markets

\$140-150K

Ret. Longshoremam - WA fraud

Bureau

- Law enforcement as well?

Didn't write a whole lot of
business

2 LTC policies

2 Annuity policies

AP-007

4/23/09

- Δ to client
Illegal → fraudulent
- Should've called Falcone

① It was ~~not~~ ^{not} ~~that~~ ^{that} ~~he~~ ^{he} ~~had~~ ^{had}

no recollection of the acct. liq. req.
Further alleg. that someone used his identity
to complete the fraudulent transaction.

GAA - financial advisors
↳ SEC rules

○ Life or annuity policies in GAA portfolio
↳ check w/ Shawn Mihai

② It was learned that the day after Falcone
m/w Henderson, the first of two calls
were rec'd @ trade desk requesting
liq. of his account.

new bullet

③ Rev'd recordings of trade desk contact

○ ④ Our exam. of rec. convos w/ GAA trade
desk detected striking similarities
btwn. Hen. voice & that of the
impersonating caller

○ Jim Henderson - see if he has any acc'ts
- Is he a reg. advisor w/GAA?



20043205/06

PROSPECTIVE AGENT'S APPLICATION AND PROFILE WITH POWER TO APPOINT

Please print legibly or type

Semp
GREAT AMERICAN
LIFE INSURANCE COMPANY
OP5392

I-PERSONAL INFORMATION

Full Name Gregg Alan Henderson
First Middle Last

Date of Birth 04/28/1964 Male Female Social Security # [REDACTED]

Residence Address 20900 NE 42nd ST Sammamish WA King 98074
Street City State County Zip

Previous Address (If less than five years at the above listed address)
20900 NE 42nd St. Sammamish WA King 98074
Street City State County Zip

Residence Phone 425-836-2262 Business Phone _____

Business Address _____
Street City State County Zip

Mailing Address _____
Street City State County Zip

Fax Phone _____ Other Number _____

E-Mail Address henfamily5@comcast.net Website Address, if applicable _____

What is your preferred method of communication Fax Email

II-BUSINESS and LICENSE INFORMATION (Please attach copies of current licenses)

Year you entered the business NaN Licensed to sell: Life Health Annuity Variable Annuity Other _____

Resident License State WA Other State(s) _____

Error and Omissions Carrier _____ E & O Expiration Date // _____

E & O Coverage _____ (Attach declaration page to application)

This information is required:

Are you a Broker Dealer? Yes No
 Are you registered with the NASD? Yes No If "Yes," current Broker/Dealer affiliation: _____

List CRD Number: _____ List membership affiliations: _____

Have you completed Anti-Money Laundering training in the last twelve months? Yes No If "Yes", please include a certification of your completion.)

Make commissions payable to:

Individual
 Corporation (Complete Commission Assignment/Corporate Licensing form #N600497NW1)

Please list any business and its tax identification number (TIN) of which you are an owner, partner, director or officer:

Incorporated Name and/or DBA Name	Address	TIN	State of Incorporation

III-EMPLOYMENT HISTORY

Include insurance companies you are contracted with, or have been contracted with during the last five years. If you have less than five years insurance experience, please include employment history for the last ten years.

From	To	Name of Company	Address (City & State)	Reason for Leaving
05 #2005	#	Aflac	Seattle, WA	Poor leadership
06 #2002	04 #	Bankers Life	Bellevue, WA	Terrible working conditions
07 #1999	03 #2002	US Computer	Redmond, WA	Company moved to St. Louis
//	//			

X2607501NW

P.O. Box, 5420, CINCINNATI, OHIO, 45201-5420, TEL. (800) 438-3398

RECEIVED
(406)
DEC 9 2005
BY: _____

IV - BACKGROUND INFORMATION

The following questions have been developed to assist the Company in selecting reputable, trustworthy Representatives to sell and promote our products. Please answer all questions. If you answer yes to any of the questions, please attach a separate sheet with details. The Company will use the information and our best efforts to make a fair, informed decision regarding the appropriateness of an appointment. (A "Yes" answer to any of the following questions will NOT automatically cause this application to be denied.)

- | | YES | NO |
|--|--------------------------|-------------------------------------|
| 1) Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Have you ever had your agent's license or registration suspended or revoked, or are you now, or have you ever been the subject of a professional license/registration or market conduct investigation, claim or proceeding? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4) Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6) Are you delinquent in any personal or business financial obligations; or does any insurance or financial services company hold a claim against you for commission debit balances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7) Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?
BANKRUPTCY DISCHARGE DATE // _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8) Have you ever done business under another name? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9) At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, civil or criminal matters not disclosed above? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

V-NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I agree to promptly notify the Company if any of the information on this application changes. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

I acknowledge that I am familiar with the insurance and securities laws, (if applicable), and regulations of the jurisdictions to which I am applying for appointment.

I agree that a photocopy of this authorization and release shall be as valid and binding as an original.

I understand and agree that I am not authorized, and am expressly forbidden, to solicit business for the Company until my license and appointment have been secured.

I certify that I have read the Agent's Agreement attached to this Application and agree to be bound by all terms and conditions of said Agreement.

Under penalty of perjury, I certify that the Social Security Number shown or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

Signature of individual soliciting appointment _____ Date 12/13/2006
(Please attach copies of current licenses)

Signature of Corporate Officer (if applicable) _____ Date _____

To be completed by Appointing Agent

The undersigned certifies that the applicant has answered the above questions as indicated, and that to the best of my knowledge and belief, those answers are true and complete. The undersigned is satisfied that such applicant is trustworthy, is qualified to act as an agent, and will act in good faith with the general public. The undersigned acknowledges that they are the appointing agent of, and agree to be jointly and severally responsible for the faithful performance of the Agent's Agreement by the agent or agency appointed herein.

Printed name of Appointing Agent Senior Financial Solutions of Southern Oregon LLC Agent Number QP5008

Signature of Appointing Agent _____ Date 12/13/2006



PDB Report

Name: GREGG A HENDERSON
Resident State WA
(s):
NPN: 7226762

Last Updated
Demographics: 10/07/2006
Producer Licensing: 10/08/2006
Appointments: 10/19/2006

Report Type: All Available Information
Report Date: 12-21-2006
Report Options: License, Demographics, Appt/Term

Selected States				
(* = supplying appointment data)				
OR	*WA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Back][New Search]

Resident State(s)

SUMMARY FOR STATE: WA

GREGG A HENDERSON NPN: 7226762 Date: 12-21-2006

GREGG A HENDERSON

Demographics NPN: 7226762 Date: 12-21-2006
STATE: WA

Date Updated: Mailing Addresses :
10/05/2006 20900 NE 42 ST SAMMAMISH, WA 98074

License Summary NPN: 7226762 Date: 12-21-2006
STATE: WA

License#: 193414	Issue Date: 04/29/2002	Expiration Date: 04/28/2008	Last Updated: 10/08/2006
Class: Agent	Residency: R	Active: Yes	<u>* Indicates current loa status</u>
CE Compliance: N/S	CE Renewal Date: 04/28/2008	CE Credits Needed:	

<u>Line Of Authority</u>	<u>Authority Issue Date</u>	<u>Status</u>	<u>Status Reason</u>	<u>Status/Reason Date</u>
--------------------------	-----------------------------	---------------	----------------------	---------------------------

<u>Disability</u>	04/29/2002	<u>Active</u>	*	04/29/2002
<u>Life</u>	04/29/2002	<u>Active</u>	*	04/29/2002

Appointments NPN: 7226762 Date: 12-21-2006
STATE: WA

<u>Company Name</u>	<u>FEIN</u>	<u>Cocode</u>	<u>Line Of Authority</u>	<u>Status</u>	<u>Termination Reason</u>	<u>Current Appt/Term Effective Date</u>	<u>Appointment Renewal Date</u>
American Family Life Assur Co Of Columbus Bankers Life & Casualty Co		60380		Appointed		04/29/2005	10/02/2007
Great American Life Ins Co		63312		Appointed		06/27/2006	03/03/2007
Jackson National Life Ins Co		65056		Appointed		07/11/2006	01/23/2007
Mid-west National Life Ins Co Of Tennessee		66087		Terminated		01/02/2003	01/02/2003
Symetra Life Ins Co		68608		Appointed		10/09/2006	04/05/2008

Non-Resident State(s)

SUMMARY FOR STATE: OR

GREGG A HENDERSON NPN: 7226762 Date: 12-21-2006

GREGG A HENDERSON

Demographics

NPN: 7226762

Date: 12-21-2006

STATE: OR

DOB: 04/28/1964

Date Updated: Business Addresses :

03/16/2006 AFLAC 111 QUEEN ANNE AV N STE 500 SEATTLE, WA 98109

Date Updated: Mailing Addresses :

03/16/2006 111 QUEEN ANNE AV N STE 500 SEATTLE, WA 98109

Date Updated: Residence Addresses :

03/16/2006 20900 NE 42 ST SAMMAMISH, WA 98074

License Summary NPN: 7226762 Date: 12-21-2006

STATE: OR

License#: 687318

Issue Date:
06/23/2005

Expiration Date:
06/30/2007

Last Updated:
03/19/2006

Class: Producer

Residency: NR

Active: Yes

* Indicates current loa status

CE Compliance:
N/S

CE Renewal Date: CE Credits Needed:

<u>Line Of Authority</u>	<u>Authority Issue Date</u>	<u>Status</u>	<u>Status Reason</u>	<u>Status/Reason Date</u>
<u>Health</u>	06/23/2005	Active	*	06/23/2005
<u>Life</u>	06/23/2005	Active	*	06/23/2005

Appointments

STATE: OR

No Information Available

Regulatory Actions GREGG A HENDERSON NPN: 7226762 Date: 12-21-2006

No Information Available

Comments GREGG A HENDERSON NPN: 7226762 Date: 12-21-2006

No Information Available

The Producer Database (PDB) compiles information provided by participating state insurance departments including licensing information on insurance producers and/or registered securities brokers and regulatory actions on insurance producers, companies and other entities engaged in the business of insurance. Not every state participates actively or fully in the PDB. The Producer Database does not report adverse licensing or regulatory action information on individuals if the information is more than seven (7) years old. Users are cautioned that the absence of information on a particular individual or entity should not be taken as conclusive that no licensing or regulatory action information exists. The information is provided "AS IS" and there is no guarantee of the truth or accuracy of the information provided by the state insurance department. There is no guarantee the information in the PDB has not been modified, revised or updated and not reported by the state insurance department to the PDB.

[Back](#)

[Help](#)

DFCRP/OSPLP

© 2006 National Insurance Producer Registry. All rights reserved

INSURANCE LICENSE

Oregon Department of Consumer & Business Services • Insurance Division

The licensee is authorized for the following lines of insurance:

Producer: Life, Health



Cory Scheinstinger, Director

GREGG A HENDERSON
111 QUEEN ANNE AVE N, STE 600
SEATTLE, WA 98109

License No: 687318
Date issued: Jun 23, 2005
Expiration: Jun 30, 2007
NONRESIDENT

440-2143 (4/05/COM)

NON-TRANSFERABLE

the agent's

State of Washington

OFFICE OF THE INSURANCE COMMISSIONER

*** AGENT'S LICENSE ***

WALD#: 192014

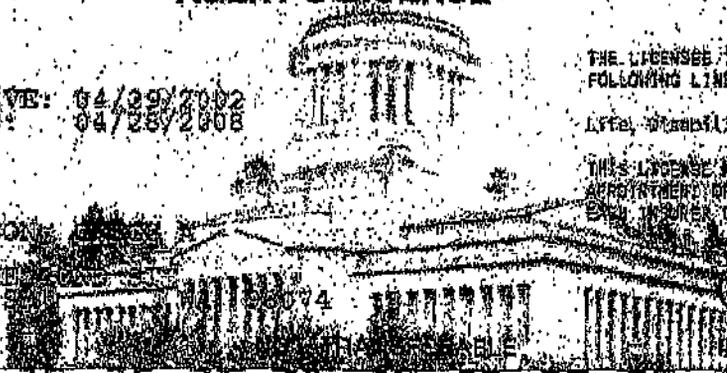
EFFECTIVE: 04/29/2002
EXPIRES: 04/28/2008

THE LICENSEE IS AUTHORIZED TO SELL THE FOLLOWING LINES OF INSURANCE:

Life, Disability

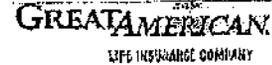
THIS LICENSE MUST BE ACCOMPANIED BY A CURRENT AFFIDAVIT OF RESIDENCY CERTIFICATE FOR EACH INSURER OR CORPORATION REPRESENTED.

HENDERSON, GREGG A
20906 NEW YORK ST
SEATTLE, WA 98148


INSURANCE COMMISSIONER

no match - SP817

PROSPECTIVE AGENT'S APPLICATION AND PROFILE WITH POWER TO APPOINT



Please print legibly or type

I-PERSONAL INFORMATION

Full Name Gregg A Henderson
First Middle Last

Date of Birth 4/28/64 Male Female Social Security # [REDACTED]

Residence Address 20900 NE 42 ST Sammamish WA (King) 98074
Street City State County Zip

Previous Address (If less than five years at the above listed address)
NA
Street City State County Zip

Residence Phone () Business Phone ()

Business Address 111 Queen Anne Ave N #500 Seattle King 98109
Street City State County Zip

Mailing Address same
Street City State County Zip

Fax Phone (06) 283 2477 Other Number () _____

E-Mail Address gregg-afiac@hotmail.com Website Address, if applicable _____

What is your preferred method of communication Fax Email

II-BUSINESS and LICENSE INFORMATION (Please attach copies of current licenses)

Year you entered the business 2002 Licensed to sell: Life Health Annuity Variable Annuity Other _____

Resident License State WA Other State(s) _____

Error and Omissions Carrier _____ E & O Expiration Date _____

E & O Coverage _____ (Attach declaration page to application)

This information is required:

Are you a Broker/Dealer? Yes No

Are you registered with the NASD? Yes No If "Yes," current Broker/Dealer affiliation: _____

List CRD Number: _____ List membership affiliations: _____

Make commissions payable to:

- Individual
- Corporation (Complete Commission Assignment/Corporate Licensing form #N600497NW1)

Please list any business and its tax identification number (TIN) of which you are an owner, partner, director or officer:

Incorporated Name and/or DBA Name	Address	TIN	State of Incorporation
<u>NA</u>			

III-EMPLOYMENT HISTORY

Include insurance companies you are contracted with, or have been contracted with during the last five years. If you have less than five years insurance experience, please include employment history for the last ten years.

From	To	Name of Company	Address (City & State)	Reason for Leaving
<u>4-05</u>	<u>current</u>	<u>Afiac</u>	<u>Seattle WA</u> 111 Queen Anne Ave N #500	<u>current</u>
			<u>111 Queen Anne Ave N #500</u>	

IV - BACKGROUND INFORMATION

The following questions have been developed to assist the Company in selecting reputable, trustworthy Representatives to sell and promote our products. Please answer all questions. If you answer yes to any of the questions, please attach a separate sheet with details. The Company will use the information and our best efforts to make a fair, informed decision regarding the appropriateness of an appointment. (A "Yes" answer to any of the following questions will NOT automatically cause this application to be denied.)

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1) Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Have you ever had your agent's license or registration suspended or revoked, or are you now, or have you ever been the subject of a professional license/registration or market conduct investigation, claim or proceeding? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4) Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6) Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7) Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <u>BANKRUPTCY DISCHARGE DATE</u> | | |
| 8) Have you ever done business under another name? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9) At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, civil or criminal matters not disclosed above? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

V-NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I agree to promptly notify the Company if any of the information on this application changes. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contacted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

I acknowledge that I am familiar with the insurance and securities laws, (if applicable), and regulations of the jurisdictions to which I am applying for appointment.

I agree that a photocopy of this authorization and release shall be as valid and binding as an original.

I understand and agree that I am not authorized, and am expressly forbidden, to solicit business for the Company until my license and appointment have been secured.

I certify that I have read the Agent's Agreement attached to this Application and agree to be bound by all terms and conditions of said Agreement.

Under penalty of perjury, I certify that the Social Security number or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

Signature of individual soliciting appointment [Signature] Date 6/14/06
(Please attach copies of current licenses)

Signature of Corporate Officer (if applicable) _____ Date _____

To be completed by Appointing Agent

The undersigned certifies that the applicant has answered the above questions as indicated, and that to the best of my knowledge and belief, those answers are true and complete. The undersigned is satisfied that such applicant is trustworthy, is qualified to act as an agent, and will act in good faith with the general public. The undersigned acknowledges that they are the appointing agent of, and agree to be jointly and severally responsible for the faithful performance of the Agent's Agreement by the agent or agency appointed herein.

Printed name of Appointing Agent The Annuity Source, Inc. Agent Number RA224

Signature of Appointing Agent _____ Date _____

June 22, 2006



Gregg A. Henderson
111 Queen Anne Ave N. #500
Sammamish, WA 98074

Dear Mr. Henderson:

Welcome to Great American Financial Resources[®], Inc! We are a company built by experienced, first-class professionals who care about your business success.

- Your new Agent Number is **SP8172**. This number is your unique code when selling annuity products with Great American Financial Resources. Please refer to this number on all applications and communications with the Home Office to expedite processing.

How to log on to our secured producer web site and what you will find:

- Visit our secured producer web site at www.gafri.com
- Select "Financial Professional" and the insurance company with which you are licensed.
- Username: Agent number «Agent Number»; Password: Last six digits of your Social Security number or Tax Identification number.
- You'll find policy status information, commission statements, illustrations, brochures, printable forms (applications, replacement forms, etc.), producer incentive and benefit information, company news and more.

Copies of your executed contract are enclosed—please refer to them for more details. We've assembled all the GALIC materials you need to get started with us in your *Fixed Annuity Agent Kit*. It contains the following:

- **Fixed Annuity Product Overview:** Your reference guide to our fixed annuity products.
- **Producer Handbook:** Your guide on how to do business with our company.
- **Supply Order Form:** Fill this out to request materials to start writing business today.
- **Five-Star Rewards Brochure:** Information about the incentives with which you can be rewarded.

Please remember to complete the required Anti-Money Laundering Training offered by LIMRA. If you have completed training with another insurance institution, documentation must be submitted to the Licensing and Commissions department before writing business by faxing to (513) 412-5144.

We look forward to helping you grow your business. Please contact a Sales Advisor today with any questions at (800) 438-3398, ext. 17197. After all, we truly are a financial services company, "*Built on relationships and focused on service.*"

Sincerely,

Handwritten signature of Malott W. Nyhart.

Malott W. Nyhart, CFP[®], CEBS, CLTC
Senior Vice President & General Manager
Great American Financial Resources[®], Inc.

Handwritten signature of Shannon Compton.

Shannon Compton
Assistant Vice President, Sales & Marketing
Great American Financial Resources[®], Inc.

Enclosure

cc: The Annuity Source, Inc. (AA224)

Our subsidiaries include: Great American Life Insurance Company[®]
Annuity Investors Life Insurance Company[®]
Loyal American Life Insurance Company[®]
United Teacher Associates Insurance Company

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with Ohio law, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Expedited Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or relating hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, and you also agree that you shall not institute any suit, action or proceeding against the Company for injunctive relief, except in

18. General Provisions

- a. This Agreement and any disclosures, releases and amendments constitutes the entire agreement between you and the Company and commitments between us. This Agreement may be amended by written notice to you. Such amendments shall be effective thirty (30) days after the date of the written notice unless otherwise provided in writing.
- b. The following provisions shall survive termination of this Agreement:
- c. If the Agent is a partnership or corporation, each individual partner or officer shall be jointly and severally liable for any debt of the Agent and shall be subject to the same terms and conditions as the Agent.
- d. The following provisions shall survive termination of this Agreement:
 - e. Any provisions of this Agreement which shall prove to be unenforceable, shall be deemed to be severed herefrom, and such other provisions shall remain in full force and effect.
 - f. The forbearance, waiver or neglect of the Company to enforce any provision of this Agreement shall not constitute a termination against you, shall not be construed as a waiver of any other provision of this Agreement, and shall not be construed as a modification of this Agreement or to validate any other provision of this Agreement or to render any other provision of this Agreement void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- g. To the extent that any provision of this Agreement is prohibited, restricted, modified, amended, superseded, or preempted by any applicable federal, state or local law, regulation, ordinance or rule, such provision shall be deemed to be amended, modified, restricted, or preempted to the extent necessary to conform to such law, regulation, ordinance or rule.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

Complete contract not available. No date... no contracts on file dated 1/06 (date on profile page)

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions SRG

Great American Life Insurance Company*

Agent Number SP8172

Gregg Henderson

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By *Mark W. Hunt*

Its SENIOR VICE PRESIDENT
Title

Effective Date 6/14/06

AGENT'S AGREEMENT WITH POWER TO APPOINT

GREAT AMERICAN
LIFE INSURANCE COMPANY

1. **Parties**
The parties to this Agent's Agreement with Power to Appoint ("Agreement") are Great American Life Insurance Company* (the "Company", "we", or "us"), an Ohio corporation, and the agent identified at the end of this Agreement (referred to herein as "you", "your" or "Agent," as the context requires.)
2. **Appointment**
The Company appoints you as its agent to solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement and will continue in effect until terminated.
3. **Territory**
Your appointment is limited to the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents, brokers and/or subproducers at any such location or within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent, broker or subproducer. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.
4. **The Company's Duties**
 - a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in other territories; provided, however, you will be responsible for all fees and other costs that apply to such designations.
 - b. The Company will pay commissions to you on business you produce according to the terms and conditions set forth in this Agreement and in the Schedule(s) of Commissions referred to on the signature page.
5. **Your Duties**
 - a. You shall solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof that you are licensed to sell; provided, however, the Company may, in its sole discretion, refuse to accept, or require the amendment of, any application/order ticket/request form.
 - b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
 - c. You agree to exert your best effort to keep all insurance produced by you and by agents for whom you are an Appointing Agent under this Agreement (such appointed agents being hereinafter referred to as "subordinate agent(s)") in full force and effect.
 - d. You agree to be bonded in such manner as the Company may from time to time, and subject to reasonable amendment, require.
 - e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you.
 - f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement.
 - g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay.
 - h. You shall promptly notify the Company of any written customer complaint that relates to the sale or marketing of the Company's products, or any activity in connection with or notice of any regulatory investigation, disciplinary action, judicial proceeding and the like involving you or your subordinate agent(s). You will fully cooperate with the Company during its investigation of any consumer complaint or in connection with any other investigation being conducted by the Company.
 - i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and all other information as the Company may reasonably require. All such records and other information shall be subject to inspection by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company.
 - j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for that provided by the Company or with the Company's prior written approval.
 - k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
 - l. You shall hold the Company harmless and defend and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or that of subordinate agents or out of a breach of this Agreement, a violation of law or an error or omission committed by you or any of them.
 - m. You shall promptly deliver all items given to you for delivery to another person or to the Company.
 - n. You shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly send to it all premiums collected from applicants and any other money that the Company may authorize you to collect.
 - o. You shall, where appropriate, accurately calculate any exclusion allowance or maximum deductible contribution applicable to the payment of premiums for any policies, and be solely responsible for the proper calculation of such allowance or maximum deduction by you and by subordinate agents.
 - p. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.

- q. You shall maintain all information about the Company and Company products, including without limitation business practices, manuals, computer programs, rate manuals and printed and electronic data. You will only use such information for the purposes set forth in this Agreement. You shall not disclose any such information, other than sales materials intended for distribution to customers.
- r. You shall not disclose any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other applicable regulation for any purpose, or disclose such information to any other person, except as otherwise permitted by therein.
- s. You shall not use any Company product unless you have reasonable grounds, after full inquiry, to believe it is suitable for the applicant.
- t. You shall comply with all Rules and Regulations of the Company including, but not limited to the Company's Anti-Money Laundering
6. **Delivery of Policies and Contracts**
- a. You shall deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy approved and issued by the Company may be made only if: (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the application/order ticket/request form for such policy and the first premium has been fully paid.
- b. Any policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. Any insurance policy or annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the Company or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with the issuance of a new policy.
- d. Premiums and settlements
- e. A premium settlement on applications/order tickets/request forms procured by or through you may be collected by you. All premium settlements shall be made by check or by electronic funds transfer received subject to collection and payable to the Company. No agent or agency checks will be issued. All such monies received by you are received as a fiduciary trust, and you shall immediately forward any such premium settlement, entire or in part, to the Company. You do not have the authority to open or maintain any bank account in or using the Company's name or to negotiate or cash any checks collected on the Company's behalf.
- f. You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in connection with this account, to enter into any legal proceedings in connection with any matter pertaining to the Company's business, or to waive or alter the provisions of any policy issued by the Company.
7. **Liability/Indebtedness**
- a. Any money to the Company or any of its affiliates at any time for any reason, you understand and agree that:
- i. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;
- ii. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment; interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- iii. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- iv. any amounts payable or due to become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- v. because your potential future commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement); and
- b. the Company may charge you for, and you hereby agree to indemnify and hold harmless the Company for, any amounts owed to the Company, or any of its affiliates, by any subordinate agent, to the extent that such debt was incurred during the time that you were an Appointing Agent for such subordinate agent and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.
10. **Assignment**
Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.
11. **Discontinuance of Policy Forms**
Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.
12. **Commissions**
- a. The Company shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by the Company on applications/order tickets/request forms procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions referred to on the signature page, as amended from time-to-time by the Company. Any commission designated in any schedule shall not be deemed a "service fee" for any period of time.
- b. First year and renewal commissions shall be fully vested to you (subject to forfeiture as described in Section 14) as such commissions are earned as set forth in the Schedule of Commissions. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in advance until after the due dates of the respective premiums so paid in advance and then only if the policy is in force and effect on such due dates.

- c. The Company reserves the right to revise the commission rates or conditions on any one or all of the policies or schedules at any time it deems such revision to be in its best interest. Any such revision shall apply only to applications/order tickets/request forms for insurance thereafter received.
- d. If an insurance policy is subsequently and appropriately converted to, or replaced by, some other form of policy, the commissions payable on such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
- e. Subject to the provisions set forth in Section 14, commissions shall be payable no less than quarterly. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to the commissions thereon only if said policy is reinstated by or through you.
- f. Should the Company, in its discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such refund shall be charged back to you and deducted from future commission payments.
- g. Commissions on replacement policies and conversions shall be payable in accordance with Company practices at the time the original policy was issued, converted or replaced, as the case may be.
- h. Subject to the provisions described in Section 14, in the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation, commissions will remain payable to such corporation.
- i. You shall be entitled to the Company any commissions that it has paid to you on all controlled business (as defined below) that terminates, is suspended or is considered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly exercise the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (including your parents, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of any person in the immediate family of such associate, member or employee.
- j. In the event of any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period in which you are in breach of the terms hereof or which arises from or relates to policies procured through any violation of law or

13. This Agreement shall automatically terminate in the event of: (1) your being in any non-licensed status as is required for the sale of insurance; (2) the voluntary assignment of this Agreement for the benefit of creditors; or (3) your death (alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation). This Agreement may also be terminated by either party with or without cause immediately upon notice given to the other party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business.

Upon termination, commissions will be paid (subject to forfeiture as described in Section 14) in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.

- d. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.
- f. Upon termination, you agree that you will no longer have the authority to use our name, materials, or claim any association or relationship with us.
- g. The Company reserves the right to terminate this Agreement if you fail to meet any production goals the Company sets for you.

14. Forfeiture

- a. If at any time you or your subordinate agents engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
 - (1) withhold or misappropriate any money or other property belonging to a customer or the Company;
 - (2) subject the Company to liability due to your misfeasance, negligence, error, omission or malfeasance;
 - (3) commit an act of fraud or embezzlement;
 - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 - (5) fail to conform to the rules and regulations of the Company including, but not limited to its Anti-Money Laundering Program;
 - (6) engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company or employee of the Company to end his/her relationship with the Company;
 - (8) conduct yourself in such a manner that would tend to injure the Company's good name or good standing;
 - (9) fail to pay any indebtedness to the Company on demand; or
 - (10) systematically replace the Company's policies with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.
- c. Any such termination, for cause or otherwise, and any forfeiture described herein, are specifically agreed to and intended by the parties to be a remedy for such a termination or misconduct. The parties recognize that an agent's wrongdoing as described herein may negatively affect any insurance company's reputation, including its agent's reputation, for honesty and integrity. Reputation is an important consideration in the sale of insurance to the general public and in the renewal of existing in force policies. The parties further recognize that the damages caused by an agent's intentional, wrongful or criminal acts are difficult to prove, measure, and calculate since a customer's decision to do business, or continue to do business with a company, is subject to many varied influences. Under the circumstances, the parties agree that the remedies specified in this paragraph, including forfeiture, are a fair and proportional remedy for such a termination or misconduct.

15. Notices

X2616106NW

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office, or upon receipt of a copy of such notice by facsimile.

16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms, conditions, and limitations of this Agreement, including the Commission Schedule(s) and the Forfeiture provisions. If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.
- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Rules of Arbitration of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, (2) enforce Section 9 of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably and unconditionally waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that a class action arbitration is not authorized or contemplated by this section.

18. Confidentiality

If you have been authorized by the Company to solicit and procure applications/order tickets/request forms for health insurance coverages then you hereby agree to:

- a. Not use or further disclose Protected Health Information other than as permitted or required by your Agent Agreement or as required by law.
- b. Use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for in this Agent's Agreement.
- c. Report to the Company any use or disclosure of Protected Health Information not provided for by this Agent's Agreement of which you become aware.
- d. Ensure that any of your agents, employees or subcontractors to whom you provide Protected Health Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agent's Agreement with respect to such information.
- e. Provide access to and make available for inspection or amendment the Protected Health Information, at the request of the Company, and in the time and manner designated by the Company.
- f. Provide an accounting of all disclosures of Protected Health Information upon request from the Company.
- g. Upon termination of this Agent's Agreement for any reason, if feasible, return or destroy all Protected Health Information received by you, or created or received by you on behalf of the Company. In the event that returning the Protected Health Information is not feasible, you must notify the Company of such.

For purposes of this Agent's Agreement, "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by you for or on behalf of the Company.

19. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h, 5i, 5k, 5l, 5n, 6, 7, 9, 12f, 12h, 12i, 13c, 13d, 14 and 17.

- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.
- i. You agree that by providing your fax number, email address, mail address, and telephone number that you are providing consent to receive advertisements and other communications by fax, e-mail, mail and telephone from or on behalf of the Company and its affiliates. You understand that you can revoke your consent by submitting a written request, using the appropriate form if applicable, to the Company.
- j. You hereby authorize the Company and its affiliates to release information about you maintained by the Company or its affiliates to state or federal regulatory or law enforcement authorities on request.
- k. You agree that you are an independent contractor and not an employee of the Company.
- l. You agree to maintain the confidentiality of any nonpublic personal information about your sub-agents that we are authorized by your sub-agents to provide to you.

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions _____

Great American Life Insurance Company®

Agent Number _____

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By _____
Signature

Its _____
Title

Effective Date _____

JUN-20-2006(TUE) 11:55

Rx Date/Time

JUN-19-2006(MON) 13:07

06/19/2006 12:19

2062832477

AFLAC

20628324

P. 005/005

P. 002

PAGE 02

(the aggregate).

State of Washington OFFICE OF THE INSURANCE COMMISSIONER

AGENT'S LICENSE

WWW

WADIC# 993414

EFFECTIVE: 04/28/2002
EXPIRES: 04/28/2008

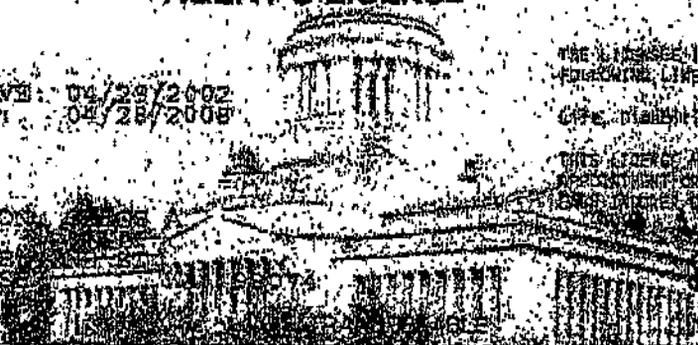
The licensee is authorized to sell the
following lines of insurance:

Life, Disability

This license must be accompanied by a current
proof of financial solvency certificate and
proof of net worth computation (where applicable).

HENDERSON, JOHN A.

2000 1st
Arlington, WA



[Signature]
INSURANCE COMMISSIONER

January 31, 2007

Great American Life
Attn: Licensing Department
PO Box 5420
Cincinnati, OH 45201-5420

RE: Two writing numbers

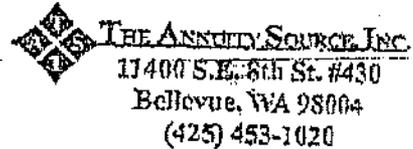
To Whom It May Concern:

I, Gregg Henderson, have accidentally been issued two writing numbers through Great American. I wish to terminate immediately writing #SP8172.

I wish to keep writing # QP5392.

Sincerely,


Gregg Henderson



NEW AGENT CHECKLIST

- Great American Life Insurance Company® (GALIC)
- Annuity Investors Life Insurance Company® (AILIC)
- Loyal American Life Insurance Company® (Loyal)

Please use this new agent checklist to accompany all licensing paperwork sent to the Home Office for processing. The agent will be notified by mail when the agent listed below may begin to solicit business.

For fastest processing, please fax completed paperwork to (513) 412-5144. If paperwork is faxed, a mailed version is not necessary.

Received From: Margo Thompson Agent Number: AA224 Date: 6/14/06

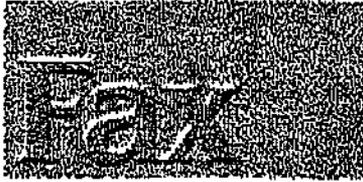
Attached are the forms to appoint Gregg Henderson
Print agent's name

- Prospective Agent's Application and Profile with Power to Appoint (form #X26075021NW)*
- Copies of Agent's Licenses –
Please include a copy of all applicable individual, corporate, resident and non-resident licenses.
- Commission Schedule
 GALIC SRG AILIC _____ Loyal _____
- Check if this agency is a Broker/Dealer
- Corporate Licensing/Commission Assignment (form #N600497NW1) – if applicable
- Direct Deposit of Commissions (form #AG2896) *Please include a voided check or copy of voided check.*

All items listed above are required contracting forms, unless otherwise noted. If any forms are not included, the processing of the agent appointment will be delayed.

Please forward all completed paperwork to your Appointing General Agent for signature.

*Prospective Agent's Application and Profile (no power to appoint – form #X2607601NW) is available online only.



Date: Tuesday, June 20, 2006

To: Great American
Janet-Licensing & Contracting
Fax: 513-412-5144

From: The Annuity Source
Courtney
Phone: 425-453-1020
Fax: 425-453-0909

Pages: _____

Subject:

Hi Janet--

More contracting to process, thanks! Please let me know if you have any questions.

Back Create eCustomer Letter Print Report

Inquiry Information:

Date of Inquiry: 06/21/2006
UserID: DELLIOTT

Subject Information: Name: henderson, gregg
SSN: [REDACTED]

Current Address: sammamish, WA

End User Information: Permissible Purpose: 03 - Written authorization

Report Results

BEACON 5.0 SCORE: 713 00010/00030/00013/00002
PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS
TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT
TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
LEVEL OF DELINQUENCY ON ACCOUNTS
SSN ISSUED-77 STATE ISSUED-WA

COMPLIANCE DATA CENTER, INC.

*NO MATCH FOUND IN CDC'S OFAC DATABASE

* END OF REPORT, COMPLIANCE DATA CENTER, INC.

* ADDRESS DISCREPANCY - A SUBSTANTIAL DIFFERENCE OCCURRED *

* 145 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
, ATLANTA, GA, 30374-0241, 800/685-1111

*HENDERSON, GREGG, A SINCE 01/24/88 FAD 06/06/06 FN-217
20900, NE 42ND, ST, SEATTLE, WA, 98074, TAPE RPTD 07/00
PO, BOX 1281, , EDWARDS, CO, 81632, TAPE RPTD 10/96
111, QUEEN, AVE N STE 500, SEATTLE, WA, 98109, TAPE RPTD 04/06

RDS-04/28/1964,SSS- [REDACTED] SSN VER - Y
 01 ES-, SUN ROOM CORP

*SUM-05/86-06/06, PR/OI-NC, COLL-NO, FB-NO, ACCTS:17, HC\$500-200K, 15-ONES, 2-OTHER
 S, HIST DEL- 1-TWO.

FIRM / IDENT CODE CS RPTD LIMIT HICR BAL \$ DEA MR (30-60-90+)MAX/DEL
 ECOA/ACCOUNT NUMBER OPND P/DUE TERM 24 MONTH HISTORY

SOUND COMM* [REDACTED] R1 05/06 1000 --- 0 02
 I/ 03/06 --- ---
 LINE OF CREDIT

WASHMUBNK * [REDACTED] R1 05/06 --- 200K 197K 05/06 24
 S/ 04/04 --- 1179
 HOME EQUITY
 LINE OF CREDIT

MACYSDSNB * [REDACTED] R1 05/06 500 --- 0 08/02 53
 I/ 11/01 --- ---
 CHARGE

CU PACIFIC* [REDACTED] R1 05/06 4500 --- 3946 05/06 01
 I/ 03/06 --- 79
 CREDIT CARD

CITI * [REDACTED] R1 05/06 12300 --- 5892 05/06 99
 I/ 05/86 --- 88
 CREDIT CARD

NORDSTROM * [REDACTED] R1 09/04 --- 3500 --- 09/04 31 (04-00-00) 08/02-R2
 T/ 09/89 --- --- *2*****2****/*****
 ACCOUNT CLOSED BY CREDIT GRANTOR
 CHARGE

PIER 1/NB * [REDACTED] R1 06/04 1750 --- 0 04/00 99
 I/ 10/94 --- ---
 CHARGE

FUSA BANK * [REDACTED] R 02/00 --- 9500 0 16 (00-00-00)
 S/ 08/97 --- ---
 ACCOUNT CLOSED BY CONSUMER
 CLOSED OR PAID ACCOUNT/ZERO BALANCE

REVOLVING TOTALS 20050 213000 206838
 --- 1346

VERIZON WA* [REDACTED] O1 04/06 --- --- --- 04/06 03
 I/ 07/95 --- ---
 UTILITY

OPEN TOTALS --- --- ---

AHM * [REDACTED] I1 06/06 --- 12168 4394 06/06 22
 I/61025299 08/04 --- 309
 AUTO
 LEASE

SOUND COMM* [REDACTED] I 05/06 --- 24329 24329 05/06 (00-00-00)

R/9356401	05/06	---	482		
COMMERCIAL ACCOUNT					
SOUND COMM*	I1 05/06	---	3008	2778	05/06 02
	03/06	---	265		
UNSECURED					
USBANK RL *	I1 05/06	---	23772	4358	05/06 48
	05/02	---	396		
AUTO LEASE					
WASHMUHOM *	I1 05/04	---	135K	0	03/04 70
	07/98	---	1517		
FREDDIE MAC ACCOUNT REAL ESTATE MORTGAGE					
WELLSFARGO*	I1 10/02	---	26799	0	05/02 64
	05/97	---	60M		
CLOSED OR PAID ACCOUNT/ZERO BALANCE LEASE					
OHIO SAV *	I1 11/98	---	135K	0	09/98 02
	08/98	---	15Y		
CLOSED OR PAID ACCOUNT/ZERO BALANCE					
WASHMUBNK *	I1 08/98	---	135K	0	07/98 20
	02/96	---	1K		
CLOSED OR PAID ACCOUNT/ZERO BALANCE					
INSTALLMENT TOTALS		---	198277	35859	
		---	2969		
GRAND TOTALS			20050	411277	242697
		---	4315		

*INQS-SOUND COMM [REDACTED] 03/29/06 AMERICAN [REDACTED] 08/12/04
 HONDA-AUTO [REDACTED] 08/07/04 &

END OF REPORT EQUIFAX AND AFFILIATES - 06/21/06 SAFESCANNED

[Contact Us](#) | [Privacy](#) | [Legal](#) | [FCRA](#)



PDB Report

Name: GREGG A HENDERSON
Resident State WA
(s):
NPN: 7226762

Last Updated
Demographics: 03/19/2006
Producer Licensing: 05/09/2006
Appointments: 10/04/2005

Report Type: All Available Information
Report Date: 6-21-2006
Report Options: License, Demographics, Appt/Term

Selected States				
(* = supplying appointment data)				
<input type="checkbox"/> OR	<input checked="" type="checkbox"/> *WA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Back][New Search]

Resident State(s)

Demographics GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006
STATE: WA

Date Updated: Mailing Addresses :
12/11/2003 20900 NE 42 ST SAMMAMISH, WA 98074

License Summary GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006
STATE: WA

License#: 193414	Issue Date: 04/29/2002	Expiration Date: 04/28/2008	Last Updated: 05/09/2006
Class: <u>Agent</u>	Residency: R	Active: Yes	<u>* Indicates current loa status</u>
<u>CE Compliance:</u> N/S	<u>CE Renewal Date:</u> 04/28/2008	<u>CE Credits Needed:</u>	

<u>Line Of Authority</u>	<u>Authority Issue Date</u>	<u>Status</u>	<u>Status Reason</u>	<u>Status/Reason Date</u>
Disability	04/29/2002	Active	*	04/29/2002
Life	04/29/2002	Active	*	04/29/2002

Appointments GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

STATE: WA

<u>Company Name</u>	<u>FEIN</u>	<u>Cocode</u>	<u>Line Of Authority</u>	<u>Status</u>	<u>Termination Reason</u>	<u>Current Appt/Term Effective Date</u>	<u>Appointment Renewal Date</u>
Amerioan Family Life Assur Co Of Columbus		60380		Appointed		04/29/2005	10/02/2007
Bankers Life & Casualty Co		61263		Terminated		06/17/2005	07/08/2006
Mid-west National Life Ins Co Of Tennessee		66087		Terminated		01/02/2003	01/02/2003

Non-Resident State(s)

Demographics GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

STATE: OR

DOB: 04/28/1964

Date Updated: Business Addresses :

03/16/2006 AFLAC 111 QUEEN ANNE AV N STE 500 SEATTLE, WA 98109

Date Updated: Mailing Addresses :

03/16/2006 111 QUEEN ANNE AV N STE 500 SEATTLE, WA 98109

Date Updated: Residence Addresses :

03/16/2006 20900 NE 42 ST SAMMAMISH, WA 98074

License Summary GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

STATE: OR

License#: 687318 **Issue Date:** 06/23/2005 **Expiration Date:** 06/30/2007 **Last Updated:** 03/19/2006

Class: Producer Residency: NR Active: Yes * Indicates current log status

CE Compliance: N/S CE Renewal Date: CE Credits Needed:

<u>Line Of Authority</u>	<u>Authority Issue Date</u>	<u>Status</u>	<u>Status Reason</u>	<u>Status/Reason Date</u>
Health	06/23/2005	Active	*	06/23/2005
Life	06/23/2005	Active	*	06/23/2005

Appointments GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

STATE: OR
No Information Available

Regulatory Actions GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

No Information Available

Comments GREGG A HENDERSON NPN: 7226762 Date: 6-21-2006

No Information Available

The Producer Database (PDB) compiles information provided by participating state insurance departments including licensing information on insurance producers and/or registered securities brokers and regulatory actions on insurance producers, companies and other entities engaged in the business of insurance. Not every state participates actively or fully in the PDB. The Producer Database does not report adverse licensing or regulatory action information on individuals if the information is more than seven (7) years old. Users are cautioned that the absence of information on a particular individual or entity should not be taken as conclusive that no licensing or regulatory action information exists. The information is provided "AS IS" and there is no guarantee of the truth or accuracy of the information provided by the state insurance department. There is no guarantee the information in the PDB has not been modified, revised or updated and not reported by the state insurance department to the PDB.

Back

Help

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QP5392

~~AC041087~~ Sapa

GREATAMERICAN.
FINANCIAL RESOURCES

**DIRECT DEPOSIT OF COMMISSIONS
AUTHORIZATION AGREEMENT**

Sign up for the Great American Financial Resources® direct deposit program, and we'll deposit your commissions into your bank account within three business days from when your commissions are scheduled to be paid. You can CHOOSE how you want to receive direct deposit—just complete the form below and return it with your contracting paperwork.

YES, I WANT TO RECEIVE COMMISSION DEPOSITS VIA DIRECT DEPOSIT AND SIGN UP FOR GAFRI'S SECURED AGENT WEB SITES.
I understand I must register for the secured agent site to access and view my commission statements. (Sign-up requires computer and Internet access.) To register, I will complete the registration process on www.GAFRI.com.

Select your payment frequency below:

- Daily
- Weekly
- Biweekly
- Monthly (15th of each month)

I hereby request a change to my existing direct deposit as indicated below.

Your request will become effective in approximately 15 days

Please note: The frequency of commission statements generated on www.GAFRI.com will match the payment frequency selected for commission deposits as selected above. I understand GAFRI will not withdraw any funds from my account.

I (we) hereby authorize Great American Financial Resources ("The Company") to initiate credit entries to my checking/savings account, and if necessary, debit entries and adjustments for any credit entries in error to my account, as indicated below. I also authorize the depository institution named below ("Depository") to credit and/or debit the same to such account.

Depository Name <i>Washington Mutual Bank</i>		Branch Phone Number <i>800 788 7000</i>
City <i>Sumnerish</i>	State <i>WA</i>	Zip Code <i>98074</i>
Transit/ABA Number <i>325070760</i>	Account Number <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	

This authority remains in force and effect until the Company receives written notification from me (or either of us) of its termination in such time and manner as to afford the Company and the Depository a reasonable opportunity to act on it.

Date <i>4-19-07</i>	Social Security Number [REDACTED]	Agent Code # <i>QP5392</i>
Name on Account (Please Print) <i>Retirement Protection Services</i>		Authorized Signature <i>[Signature]</i>
Additional Name on Account (Please Print) <i>Julie Henderson</i>		Authorized Signature of Additional Name <i>[Signature]</i>

→ ATTENTION: Great Retirement Protection Services
P.O. Box 2100 NE 42 St
Sumnerish, WA 98074

10-7076/2200 95

DATE

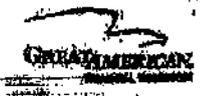
PAY TO THE ORDER OF

WASHINGTON MUTUAL
Washington Mutual Bank, a
Member FDIC
12223 NE 8th Street
Sumnerish, WA 98074

MEMO Great Amer. LEET

211 0096

RECEIVED
APR 25 2007
BY: [Signature]



Please check all that apply:
 Great American Life Insurance Company
 Annuity Investors Life Insurance Company
 Loyal American Life Insurance Company

NEW AGENT CHECKLIST (WITH POWER TO APPOINT)

Please use this New Agent Checklist to accompany all request for appointment paperwork sent to the Home Office for processing. The agent will be notified by mail when the agent listed below may begin to solicit business.

For faster processing, please fax completed paperwork to: (513) 412-5144, Attn: Contracting.
 If paperwork is faxed, a mailed version is not required.

Received From: Financial Independence Group, Inc. Appointing Agent Number: QA0000 Date: 5-13-08

Attached are the forms for: Gregg Henderson QP5392
(agent to be appointed)

- Prospective Agent's Application and Profile (With Power to Appoint, form X2618907NW)
- Annualization Advance Agreement (form X2619007NW) - if applicable
- Direct Deposit of Commissions (form X2619107NW) - Please include a voided check or copy of a voided check
- Corporate Appointment/Commission Assignment (form X2619207NW) - if applicable
- Appointment Amendment (form X2619307NW) - if applicable
- Copies of Agent's Licenses - Please include a copy of all applicable individual, corporate, resident and non-resident licenses for those states you are requesting an appointment.
- Commission Code or Level
 GALIC SRA AILIC _____ LOYAL _____
- Check if this agency is a Broker/Dealer
- E & O Coverage Yes No (If "Yes," attach declaration page to application.)
- Anti-Money Laundering Certification of Training (we accept LIMRA, RegEd, FENRA Training, Kaplan Financial and Lincoln Investment Planning)
- Business Affiliation List - if applicable
- Background Information Sheet - if applicable

All items listed above are required contracting forms, unless otherwise noted. If any forms are not included, the processing of the agent appointment will be delayed.

Please forward all completed paperwork to your Appointing Agent for signature.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with Ohio law, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Expedited Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or relate hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts.

18. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5n., 6, 7, 9, 12f, 12h., 12i., 13c., 13d. and 14.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulator prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions SRG
Agent Number SP8172

Great American Life Insurance Company*

Gregg Henderson

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By *Maester W. [Signature]*
Its SENIOR VICE PRESIDENT
Title

Complete contract not available. No date ... no contracts on file dated 1/06 (date on profile page)



GREAT AMERICAN
FINANCIAL RESOURCES

P.O. Box 5420
Cincinnati, Ohio 45201-5420
www.gafri.com

Shipping Address:
525 Vine Street, 7th Floor
Cincinnati, Ohio 45202

April 4, 2007

Mr. Gregg Henderson
20900 NE 42nd Street
Sammamish, WA 98074

Dear Mr. Henderson:

Welcome to Great American Financial Resources®, Inc.! We are a company of experienced professionals who care about your business success. Above all, we are committed to servicing your needs.

Your new Agent Number is QP5392. (This number is your unique code when selling annuities.) You will also use this number to access a wealth of information on the secured portion of www.GAFRI.com. To log in, choose "Financial Professional" and the appropriate company in the Account Access box, use your agent number as your user name and use the last six digits of your social security number as your password. You can check your commissions, download sales support materials, run illustrations, access product information and more.

Please take a few minutes to check the information below for accuracy:

- License/Appointment Approved in: WA
- Commission schedule: SGM
- Commissions payable to: agent
- Annualization: n/a
- Company(s) appointed with: Galic & Ailic
- Signature page of your General Agent's Agreement

If you have misplaced your copy of the General Agent's Agreement, please let us know, and we will be glad to send you one immediately.

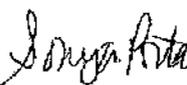
Now that you are appointed with our company, you will need to complete the Anti-Money Laundering training through LIMRA. A national requirement stemming from the USA Patriot Act, you will need to complete this training before we can process your new business. Review the enclosed News Bulletin for detailed information on how to access and complete the training.

Please take a look at all of the enclosed materials to further acquaint yourself with our company and products. We believe these materials will be helpful for you and aid in your success. And, remember to visit www.GAFRI.com for more information and tools to grow your business.

As one of our valued distribution partners, you are automatically eligible for our Partner Benefits programs, and many of those benefits start today. You'll also have the opportunity to experience Five-Star Rewards, our industry-leading incentive program that rewards you for your quality business. You'll find out more about these programs in a separate packet, but you can also review program details in the secured portion of our web site.

It is our sincere pleasure to welcome you as a member of our distinguished sales force. We look forward to supporting you and helping you grow your business for many years to come. Please let us know how we can better serve you. After all, we truly are a company that is "Built on relationships and focused on service®." If you need any further licensing help or information, please contact us at (800) 789-6771, ext. 13763.

Sincerely,



Sonya Porta
Contracting and Licensing

Our subsidiaries include: Great American Life Insurance Company®
Annuity Investors Life Insurance Company®
Loyal American Life Insurance Company®
United Teacher Associates Insurance Company

conditions, and limitations of this Agreement, including the Commission Schedule(s). If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.

- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with Ohio law, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Expedited Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts.

18. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h, 5i, 5k, 5l, 5n, 6, 7, 9, 12f, 12h, 12i, 13c, 13d, and 14.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions SGM

Great American Life Insurance Company®

Agent Number Q P 5392

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By Matthew T. [Signature]

Signature

Its Sr. Vice President & General Manager

Title

Effective Date 3-23-07



IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

GREAT AMERICAN LIFE INSURANCE COMPANY

By: Matthew T. Stanning

Its: Executive Vice President

Date: 3-23-07

ANNUITY INVESTORS LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

AGENT

(Signature)

(Printed Name of Agent)

Signature of Corporate Officer (if applicable):

Address: _____

Telephone Number: _____

Agent Number (if any): _____

Social Security #/Taxpayer ID: _____

TO BE COMPLETED BY APPOINTING AGENT

The undersigned certifies that he/she is satisfied that Agent is trustworthy, is qualified to act as an agent and will act in good faith with the general public. The undersigned acknowledges that he/she is the appointing agent of Agent and expressly agrees to be jointly and severally responsible with Agent for the faithful performance by Agent of all terms and conditions of the Agreement by the agent or agency appointed herein.

Printed Name of Appointing Agent: _____

Signature of Appointing Agent: _____

Date: _____ Agent Code: _____



Financial Independence Group, Inc.

DATE: 03/14/2007

RE: Agent Release Agreement

Agent Social Security Number: XXXXXXXXXX

I, Gregg Henderson am asking for a release from Great American with your marketing company, Annuity Source. Financial Independence Group, Inc. (FIG) has agreed to contract me based on your release.

Agent Signature _____ Date _____

To Whom It May Concern at Annuity Source

FIG understands that "releases" are difficult for marketing companies. However, FIG has found a fair and equitable way to handle these situations. FIG believes that for you granting a release of the above agent, we should have the responsibility to reciprocate the favor back with a like agent. When you sign this form below releasing said agent to FIG, we enter into an agreement that guarantees a release of the next like agent you request satisfying our reciprocal responsibility. We thank you in advance for your cooperation.

IN TESTIMONY WHEREOF, the parties hereunto set their hand and seal the day and year first above written.

Bo Johnson
(FIG.)
Bo Johnson
(Printed Name)
03/23/2007
Date

Margaret Thompson
(AFMO/MGA)
Margaret Thompson
(Printed Name)
3/23/07
Date

* This form is for agent use only.

Porta, Sonya

From: Sandmann, Donna
Sent: Monday, March 26, 2007 3:52 PM
To: Grant, Yolanda
Cc: Porta, Sonya
Subject: FW: GREGG HENDERSON QP5392

Hey SP this is the agent I e-mailed you about earlier today can you let Yolanda know once you have finished appointing him?

Thanks ☺
Donna

From: Grant, Yolanda
Sent: Monday, March 26, 2007 3:25 PM
To: RGO - Contract/License Inquiry
Cc: #RGO - New Business
Subject: GREGG HENDERSON QP5392

Agent is not active in issue state of WA as 3/14/07
1190004117

Yolanda Grant
Great American Financial Resources
Annuity New Business Dept 525 -11B
ygrant@gafri.com

Have a wonderful day!





Financial Independence Group, Inc.

DATE: 03/14/2007

RE: Agent Release Agreement

Agent Social Security Number: [REDACTED]

I, Gregg Henderson am asking for a release from Great American with your marketing company, Annuity Source Financial Independence Group, Inc. (FIG) has agreed to contract me based on your release.

Agent Signature _____ Date _____

To Whom It May Concern at Annuity Source

FIG understands that "releases" are difficult for marketing companies. However, FIG has found a fair and equitable way to handle these situations. FIG believes that for you granting a release of the above agent, we should have the responsibility to reciprocate the favor back with a like agent. When you sign this form below releasing said agent to FIG, we enter into an agreement that guarantees a release of the next like agent you request satisfying our reciprocal responsibility. We thank you in advance for your cooperation.

IN TESTIMONY WHEREOF, the parties herunto set their hand and seal the day and year first above written.

[Signature]
(FIG.)

Bo Johnson
(Printed Name)

03/23/2007
Date

[Signature]
(AFMO/MGA)

Margot Thompson
(Printed Name)

3/23/07
Date

* This form is for agent use only.

Porta, Sonya

From: Sandmann, Donna
Sent: Monday, March 26, 2007 12:25 PM
To: Porta, Sonya
Subject: FW: I forgot to attach the document!

Hey SP,
I spoke with this agent on Friday you closed his appointment request due to you needed a release. Here is verification from Janet Furlong release is ok but the release is in another e-mail I will send also. Once you get him appointed under QP5392 can you please let Janice Bonds in NB know? He has pending business dated 2/9/07.

Thanks ☺
Donna

From: Furlong, Janet
Sent: Monday, March 26, 2007 12:20 PM
To: Sandmann, Donna
Subject: RE: I forgot to attach the document!

Yes, that is Margo's sig.

From: Sandmann, Donna
Sent: Monday, March 26, 2007 12:19 PM
To: SPDA Licensing Inquiry
Subject: FW: I forgot to attach the document!

Hi,
Can you please take a look at this release letter on Gregg Henderson #SP8172 & please verify that the signature is Margo Thompson's?

Thanks ☺
Donna Sandmann

From: safeinvestment@comcast.net [mailto:safeinvestment@comcast.net]
Sent: Monday, March 26, 2007 12:15 PM
To: Sandmann, Donna
Subject: I forgot to attach the document!

--
Gregg Henderson
Retirement Protection Services, LLC
safeinvestment@comcast.net
206-354-1321

3/26/2007

January 5, 2006

Mr. Gregg Henderson
20900 NE42nd St.
Sammimish, WA 98074

Dear Mr. Henderson:

Welcome to Great American Financial Resources, Inc.! We are a company built from the ground up by experienced, professionals who care about your business success. Above all, we are committed to servicing your needs.

Your New Agent Number is QP5392 (This number is your unique code when selling flexible premium fixed annuities.)

Please take a few minutes to check the information below for accuracy and acquaint yourself with the enclosed information—we believe it will help in your success.

- License/Appointment- Approved in: WA
- Commission schedule: SGM
- Commissions payable to: agent
- Annualization: n/a
- Company(s) appointed with: Galic & Ailic
- Signature page of your General Agent's Agreement

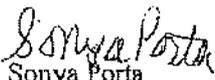
Your product portfolio contains:

- 403(b) Marketing Support: Catalog of 403(b) products and related marketing materials available for you to order.
- Product Reference Guides: Quick reference guides to both the individual variable and flexible premium products we offer.
- TSA Information Guide: Q & A on everything you and your clients need to know about tax-sheltered annuities.
- Interest Rate Announcements

If you have misplaced your copy of the General Agent's Agreement, please let us know and we will be glad to send you one immediately. It is our sincere pleasure to welcome you as a member of our distinguished sales force. Once you become an agent you are automatically enrolled as an ADVANTAGE member in our Five-Star Advantage program. In addition to experiencing excellent commissions and first-class customer service, you also have the opportunity to advance to higher levels and receive greater benefits, depending on your earned first-year commissions. Refer to the enclosed Five-Star brochure for more details.

We look forward to helping you grow your business and to a mutually prosperous relationship for many years to come. Please keep us posted on how we can better serve you. After all, we truly are a company, "Built on relationships and focused on service.®" If you need any further licensing help or information, please contact our toll-free number 1-800-789-6771 ext. 13763

Sincerely,


Sonya Porta
Contracting and Licensing

Our subsidiaries include: Great American Life Insurance Company®
Annuity Investors Life Insurance Company®
Loyal American Life Insurance Company®
United Teacher Associates Insurance Company

conditions, and limitations of this Agreement, including the Commission Schedule(s). If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.

At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with Ohio law, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Expedited Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts.

18. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h, 5i, 5k, 5l, 5n, 6, 7, 9, 12f, 12h, 12i, 13c, 13d, and 14.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions SGM

Great American Life Insurance Company®

Agent Number DP5392

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By Matthew T. Downing
Signature

Its St. Vice President & General Manager
Title

Effective Date 12-28-06



waive or after the parties for and equitable remedies to (1) enjoin or otherwise prevent the defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts.

17. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5n., 6, 7, 9, 12f, 12h, 12i, 13c, 13d and 14.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

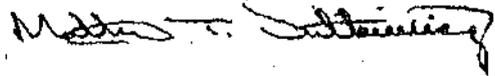
DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions SSM

Agent Number DP5392

Annuity Investors Life Insurance Company ®

This Agreement will be of no force or effect unless countersigned below by an authorized Office of the Company.


By _____
Signature

Its Sr. Vice President & General Manager
Title

Effective Date 12-20-06

New Agent Transmittal

Primary Market: (check one)

- Life Products
- Single Premium Annuities
- Flex/403(b) Annuities



Life & Annuity Group
P.O. Box 5420, Cincinnati, OH, 45201-5420

From: Senior Financial Solutions of Southern Oregon Agency Code QP5008 Date 12/13/2006

To: Licensing Department

Instructions: This form must accompany all licensing paperwork sent to the Home Office for contracting and appointment. If any of the items marked with an asterisk (*) are not included, the processing of these papers will be delayed. Notification will be sent by mail when the agent listed below may begin to solicit business. Any business submitted by an agent prior to receipt of this notification may be returned.

Attached are the following papers to appoint Gregg Alan Henderson

Print Agent's Name

*Prospective Agent's Application and Profile/Agent's Agreement with Power to Appoint
(form # X2607501NW Rev. 1/02)

OR

*Prospective Agent's Application and Profile/Agent's Agreement (form # X2607601NW Rev. 1/02)

*Copies of Agent's Licenses - All applicable resident and non-resident including both Individual and Corporate

*Commission Schedule (Commission level(s) required for each line of business to be sold)

Annuity	<u>SGM</u>
Life Term	<u>SGM</u>
Life Permanent	<u>SGM</u>

Direct Deposit of Commissions (Life form # N600397NW1 or Fixed form # AG2896)

Copy of Voided Check

Annualization Advance Agreement (Life form # N600297NW1 - contact Licensing for Fixed form)

Corporate Licensing/Commission Assignment Form (form # N600497NW1)

GA and MA Agents (resident/nonresident) must submit original signed and completed state appointment form with licensing paperwork.

Other _____

Hierarchy Information:

Appointing General Agent Name Senior Financial Solutions of Southern Oregon LLC

Appointing General Agent's Code No. QP5008

Please forward all paperwork to your Appointing General Agent for signature.

X26007700NW (01/02)



DIRECT DEPOSIT OF COMMISSIONS AUTHORIZATION AGREEMENT

- Great American Life Insurance Company[®] (GALIC)
- Annuity Investors Life Insurance Company[®] (AILIC)
- Loyal American Life Insurance Company[®] (Loyal)

- I (we) hereby authorize the Company to *initiate* credit/deposit entries to my (our) account indicated below, and the depository institution named below to credit the same to such account.
- I (we) hereby request a *change* to my (our) existing direct deposit as indicated below.

Note: Please allow 5 business days for EFT processing to become effective.

Frequency: Daily Weekly Bi-weekly Monthly

INDIVIDUAL AGENT INFORMATION - Please print or type		
Primary Name on Account Gregg/Julie Henderson	Social Security or Tax ID Number [REDACTED]	Agent #
Address 20900 NE 42nd ST Sammamish WA 98074	City, State Sammamish WA	Zip Code 98075
Secondary Name on Account (Optional) Julie Henderson	Phone Number 800-788-7000	
DEPOSITORY INFORMATION - Please print or type		
Depository Name Washington Mutual	Depository Address 2950 Issaquah-Pine Lk Rd SE Sammamish WA 98075	Depository Phone Number 800-788-7000
Account Number [REDACTED]	Type of Account <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	Transit/ABA Number 325070760

This authorization is to remain in full force and effect until the Company has received written notification from me (or either of us) to discontinue direct deposit. Please allow 15 business days for processing of EFT discontinuation.

Attach a "voided" check and fax or mail to:

Great American Financial Resources
P.O. Box 5420
Cincinnati, Ohio 45201-5420
Attn: Contracting and Licensing Annuity Department
Fax: (513) 412-5144

12/13/2006

Signature of Primary Account Holder Date

Signature of Secondary Account Holder (optional) Date

GREAT AMERICAN

FINANCIAL RESOURCES

AMENDMENT

THIS AMENDMENT ("Amendment") is made and entered into by and between Great American Life Insurance Company ("GALIC"), Annuity Investors Life Insurance Company ("AILIC") and the undersigned Agent ("Agent") and is intended to form a part of that certain Agent Agreement to which it is attached ("Agreement").

WHEREAS, the parties desire to amend the Agreement to allow Agent to solicit insurance applications/order tickets on behalf of AILIC.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration in hand paid, including, but not limited to, the consideration supporting the Agreement, the parties agree that the Agreement is amended as follows:

I. AILIC is hereby added as a party to the Agreement. All reference in the agreement to the term "Company" is hereby deemed to include GALIC and/or AILIC as the case may be unless the context clearly indicates otherwise.

II. Agent hereby authorizes GALIC and/or AILIC as the case may be to conduct an investigation into his/her qualifications for appointment including, but not limited to, his/her character, general reputation, credit worthiness, and personal traits and releases all persons and/or companies contacted from all liability with respect to the information given. The undersigned authorizes GALIC and/or AILIC as the case may be to investigate him/her now and at any time while he/she is contracted with GALIC and/or AILIC and to share any information obtained with: affiliated companies, the up-line management of his/her appointing agent and Company management. The undersigned further agrees that GALIC and/or AILIC as the case may be may deny his/her request for appointment, revoke an existing appointment, or subsequently rescind his/her appointment, at any time in its sole discretion.

III. The undersigned acknowledges that he/she is familiar with insurance and security laws (if applicable) and the regulations of the jurisdictions to which he/she is applying for appointment.

IV. A photocopy of the authorization and release contained herein shall be as valid and binding as an original.

V. The undersigned certifies under penalty of perjury that the social security number or taxpayer identification number shown on this Amendment is his/her correct taxpayer identification number and the undersigned is not subject to backup withholding by the Internal Revenue Service.

VI. All other terms and conditions of the Agreement remain unchanged.

Our subsidiaries include:

Great American Life Insurance Company®
Annuity Investors Life Insurance Company®
Loyal American Life Insurance Company™
United Teacher Associates Insurance Company
Great American Life Assurance Company® of Puerto Rico

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

GREAT AMERICAN LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

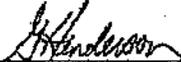
ANNUITY INVESTORS LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

AGENT



(Signature)

AGENT

Gregg Alan Henderson

(Printed Name of Agent)

Signature of Corporate Officer (if applicable):

Address: _____

Telephone Number: _____

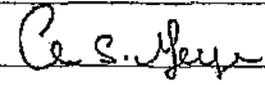
Agent Number (if any): _____

Social Security #/Taxpayer ID: _____

TO BE COMPLETED BY APPOINTING AGENT

The undersigned certifies that he/she is satisfied that Agent is trustworthy, is qualified to act as an agent and will act in good faith with the general public. The undersigned acknowledges that he/she is the appointing agent of Agent and expressly agrees to be jointly and severally responsible with Agent for the faithful performance by Agent of all terms and conditions of the Agreement by the agent or agency appointed herein.

Printed Name of Appointing Agent: Christopher Geye

Signature of Appointing Agent:  _____

Date: 12/13/2006

Agent Code: QP5008

1053484 sig

Name: Gregg Henderson

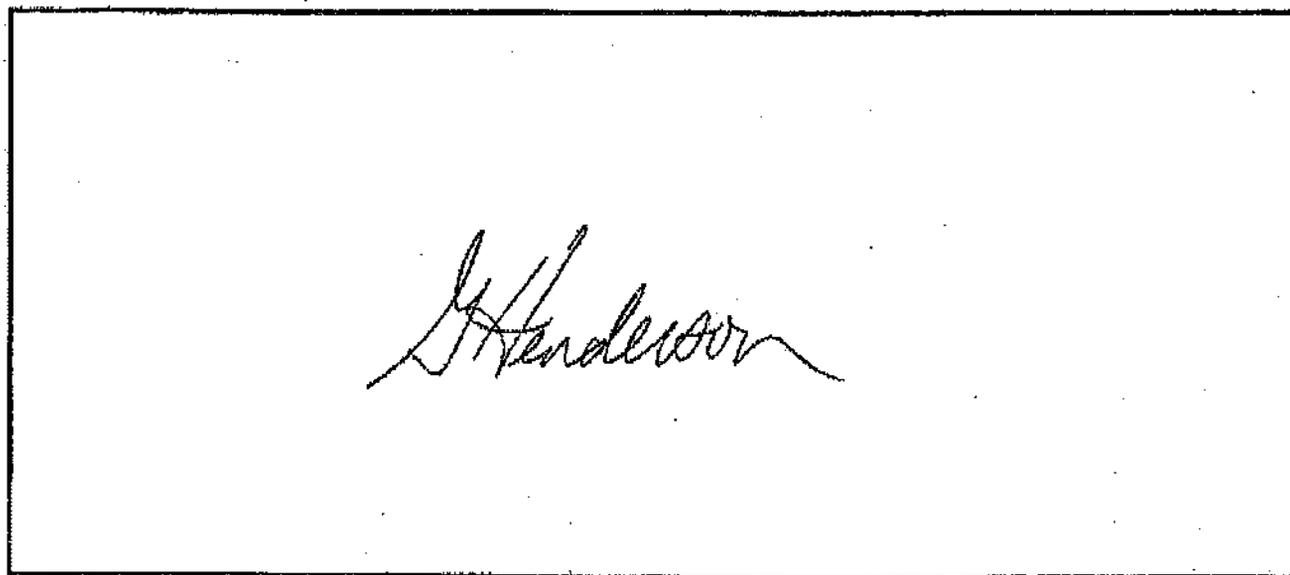
General Agent: Financial Independence Group, Inc.

I, Gregg Henderson, hereby authorize Financial Independence Group, Inc. to affix or append a facsimile of my signature, as set forth below, to all required signature fields on all Insurance Carrier documents for which I have authorized Financial Independence Group, Inc. to submit on my behalf, for the purposes of being Contracted to sell products of Carriers through Financial Independence Group, Inc.

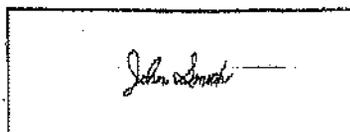
I affirm that the information I have submitted through the interview process to Financial Independence Group, Inc. is correct to the best of my knowledge and acknowledge that I have read and reviewed the documents for which I am authorizing my signature to be affixed to. I acknowledge and agree to indemnify and hold harmless any third party from and against any and all loss arising out of its reliance and acceptance of a facsimile of my signature.

Please Read, Sign and Fax back to 1-877-321-6235

Please sign in the center of the box below.



Example:





AMENDMENT

THIS AMENDMENT ("Amendment") is made and entered into by and between Great American Life Insurance Company ("GALIC"), Annuity Investors Life Insurance Company ("AILIC") and the undersigned Agent ("Agent") and is intended to form a part of that certain Agent Agreement to which it is attached ("Agreement").

WHEREAS, the parties desire to amend the Agreement to allow Agent to solicit insurance applications/order tickets on behalf of GALIC.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration in hand paid, including, but not limited to, the consideration supporting the Agreement, the parties agree that the Agreement is amended as follows:

I. GALIC is hereby added as a party to the Agreement. All reference in the agreement to the term "Company" is hereby deemed to include GALIC and/or AILIC as the case may be unless the context clearly indicates otherwise.

II. Agent hereby authorizes GALIC and/or AILIC as the case may be to conduct an investigation into his/her qualifications for appointment including, but not limited to, his/her character, general reputation, credit worthiness, and personal traits and releases all persons and/or companies contacted from all liability with respect to the information given. The undersigned authorizes GALIC and/or AILIC as the case may be to investigate him/her now and at any time while he/she is contracted with GALIC and/or AILIC and to share any information obtained with: affiliated companies, the up-line management of his/her appointing agent and Company management. The undersigned further agrees that GALIC and/or AILIC as the case may be may deny his/her request for appointment, revoke an existing appointment, or subsequently rescind his/her appointment, at any time in its sole discretion.

III. The undersigned acknowledges that he/she is familiar with insurance and security laws (if applicable) and the regulations of the jurisdictions to which he/she is applying for appointment.

IV. A photocopy of the authorization and release contained herein shall be as valid and binding as an original.

V. The undersigned certifies under penalty of perjury that the social security number or taxpayer identification number shown on this Amendment is his/her correct taxpayer identification number and the undersigned is not subject to backup withholding by the Internal Revenue Service.

VI. All other terms and conditions of the Agreement remain unchanged.

Our subsidiaries include:

Great American Life Insurance Company®
Annuity Investors Life Insurance Company®
Loyal American Life Insurance Company™
United Teacher Associates Insurance Company
Great American Life Assurance Company® of Puerto Rico

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

GREAT AMERICAN LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

ANNUITY INVESTORS LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

AGENT

(Signature)

Gregg Alan Henderson

AGENT

Gregg Alan Henderson

(Printed Name of Agent)

Signature of Corporate Officer (if applicable):

Address: _____

Telephone Number: _____

Agent Number (if any): _____

Social Security #/Taxpayer ID: _____

TO BE COMPLETED BY APPOINTING AGENT

The undersigned certifies that he/she is satisfied that Agent is trustworthy, is qualified to act as an agent and will act in good faith with the general public. The undersigned acknowledges that he/she is the appointing agent of Agent and expressly agrees to be jointly and severally responsible with Agent for the faithful performance by Agent of all terms and conditions of the Agreement by the agent or agency appointed herein.

Printed Name of Appointing Agent: Christopher Geye

Signature of Appointing Agent: _____

C. S. Geye

Date: 12/13/2006

Agent Code: QP5008

- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.
- i. You agree that by providing your fax number, email address, mail address, and telephone number that you are providing consent to receive advertisements and other communications by fax, e-mail, mail and telephone from or on behalf of the Company and its affiliates. You understand that you can revoke your consent by submitting a written request, using the appropriate form if applicable, to the Company.
- j. You hereby authorize the Company and its affiliates to release information about you maintained by the Company or its affiliates to state or federal regulatory or law enforcement authorities on request.
- k. You agree that you are an independent contractor and not an employee of the Company.
- l. You agree to maintain the confidentiality of any nonpublic personal information about your sub-agents that we are authorized by your sub-agents to provide to you.

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions _____

Great American Life Insurance Company®

Agent Number _____

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By _____
Signature

Its _____
Title

Effective Date _____

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the person's delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office, or upon receipt of a copy of such notice by facsimile.

16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms, conditions, and limitations of this Agreement, including the Commission Schedule(s) and the Forfeiture provisions. If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.
- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Rules of Arbitration of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, (2) enforce Section 9 of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably and unconditionally waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that a class action arbitration is not authorized or contemplated by this section.

18. Confidentiality

If you have been authorized by the Company to solicit and procure applications/order tickets/request forms for health insurance coverages then you hereby agree to:

- a. Not use or further disclose Protected Health Information other than as permitted or required by your Agent Agreement or as required by law.
- b. Use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for in this Agent's Agreement.
- c. Report to the Company any use or disclosure of Protected Health Information not provided for by this Agent's Agreement of which you become aware.
- d. Ensure that any of your agents, employees or subcontractors to whom you provide Protected Health Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agent's Agreement with respect to such information.
- e. Provide access to and make available for inspection or amendment the Protected Health Information, at the request of the Company, and in the time and manner designated by the Company.
- f. Provide an accounting of all disclosures of Protected Health Information upon request from the Company.
- g. Upon termination of this Agent's Agreement for any reason, if feasible, return or destroy all Protected Health Information received by you, or created or received by you on behalf of the Company. In the event that returning the Protected Health Information is not feasible, you must notify the Company of such.

For purposes of this Agent's Agreement, "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by you for or on behalf of the Company

19. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h, 5i, 5k, 5l, 5n., 6, 7, 9, 12f, 12h., 12i., 13c., 13d., 14 and 17.

- c. The Company reserves the right to revise the commission rates or conditions on any one or all of the policies or schedules at any time it deems such revision advisable, but such revision shall apply only to applications/order tickets request forms for insurance thereafter received.
- d. If any insurance procured hereunder is subsequently and appropriately converted to, or replaced by, some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
- e. Subject to forfeiture as described in Section 14, commissions shall be payable no less than quarterly. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions thereon only if said policy is reinstated by or through you.
- f. Should the Company, in its sole discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such compensation shall be charged back to you and deducted from future commission payments.
- g. Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- h. Subject to Forfeiture as described in Section 14, in the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation, commissions will remain payable to such corporation.
- i. You must repay to the Company any commissions that it has paid to you on all controlled business (as defined below) that terminates, is rescinded, or is surrendered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly either control the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes but is not limited to, any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (parents, brothers, sisters, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of your agency or any person in the immediate family of such associate, member or employee.
- j. Notwithstanding any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period of time during which you are in breach of the terms hereof or which arises from or relates to policies procured through any violation of law or this Agreement.

13. Termination

- a. This Agreement shall automatically terminate in the event of: (1) your being in any non-licensed status as is required for the sale of insurance, or (2) involuntary assignment of this Agreement for the benefit of creditors; or (3) your death (alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation).
- b. This Agreement may also be terminated by either party with or without cause immediately upon notice given to the other party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement.
- c. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business.
- d. Upon termination, commissions will be paid (subject to forfeiture as described in Section 14) in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.
- e. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.
- f. Upon termination, you agree that you will no longer have the authority to use our name, materials, or claim any association or relationship with us.
- g. The Company reserves the right to terminate this Agreement if you fail to meet any production goals the Company sets for you.

14. Forfeiture

- a. If at any time you or your subordinate agents engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
 - (1) withhold or misappropriate any money or other property belonging to a customer or the Company;
 - (2) subject the Company to liability due to your misfeasance, negligence, error, omission or malfeasance;
 - (3) commit an act of fraud or embezzlement;
 - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 - (5) fail to conform to the rules and regulations of the Company including, but not limited to its Anti-Money Laundering Program;
 - (6) engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company or employee of the Company to end his/her relationship with the Company;
 - (8) conduct yourself in such a manner that would tend to injure the Company's good name or good standing;
 - (9) fail to pay any indebtedness to the Company on demand; or
 - (10) systematically replace the Company's policies with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.
- c. Any such termination, for cause or otherwise, and any forfeiture described herein, are specifically agreed to and intended by the parties to be a remedy for such a termination or misconduct. The parties recognize that an agent's wrongdoing as described herein may negatively affect any insurance company's reputation, including its agent's reputation, for honesty and integrity. Reputation is an important consideration in the sale of insurance to the general public and in the renewal of existing in force policies. The parties further recognize that the damages caused by an agent's intentional, wrongful or criminal acts are difficult to prove, measure, and calculate since a customer's decision to do business, or continue to do business with a company, is subject to many varied influences. Under the circumstances, the parties agree that the remedies specified in this paragraph, including forfeiture, are a fair and proportional remedy for such a termination or misconduct.

15. Notices

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- g. You will keep confidential all information about the Company and Company products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. You will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to agents.
- r. You will not use any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted by therein.
- s. You will not recommend any Company product unless you have reasonable grounds, after full inquiry, to believe it is suitable for the applicant.
- t. You agree to abide by all Rules and Regulations of the Company including, but not limited to the Company's Anti-Money Laundering Program.
6. **Delivery of Policies and Contracts**
- a. You shall promptly deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy approved and issued by the Company may be made only if: (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the application/order ticket/request form for such policy; and (2) the first premium has been fully paid.
- b. Any life insurance policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. For each life insurance policy or annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with issuing a new policy.
7. **Premium Settlements**
- Only the initial premium on applications/order tickets/request forms procured by or through you may be collected by you. All premium settlements shall be by check or by electronic funds transfer received subject to collection and payable to the Company. No agent or agency checks will be accepted. All such monies received by you are received as a fiduciary trust, and you shall immediately forward any such premium settlement, entire or partial, to the Company. You do not have the authority to open or maintain any bank account in or using the Company's name or to negotiate or deposit any funds collected on the Company's behalf.
8. **Limitations**
- You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to the Company's business, or to waive or alter any provisions of any policy issued by the Company.
9. **Repayment/Indebtedness**
- If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:
- a. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;
- b. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- c. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- d. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- e. any amounts payable or due to become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- f. because your potential future commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement); and
- g. the Company may charge you for, and you hereby agree to indemnify and hold harmless the Company for, any amounts owed to the Company, or any of its affiliates, by any subordinate agent, to the extent that such debt was incurred during the time that you were an Appointing Agent for such subordinate agent and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.
10. **Assignment**
- Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.
11. **Discontinuance of Policy Forms**
- Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.
12. **Commissions**
- a. The Company shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by the Company on applications/order tickets/request forms procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions referred to on the signature page, as amended from time-to-time by the Company. Any commission designated in any schedule shall not be deemed a "service fee" for any period of time.
- b. First year and renewal commissions shall be fully vested to you (subject to forfeiture as described in Section 14) as such commissions are earned as set forth in the Schedule of Commissions. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in advance until after the due dates of the respective premiums so paid in advance and then only if the policy is in force and effect on such due dates.

AGENT'S AGREEMENT WITH POWER TO APPOINT

GREAT AMERICAN
LIFE INSURANCE COMPANY

1. **Parties**
The parties to this Agent's Agreement with Power to Appoint ("Agreement") are Great American Life Insurance Company* (the "Company", "we", or "us"), an Ohio corporation, and the agent identified at the end of this Agreement (referred to herein as "you", "your" or "Agent," as the context requires.)
2. **Appointment**
The Company appoints you as its agent to solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement and will continue in effect until terminated.
3. **Territory**
Your appointment is limited to the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents, brokers and/or subproducers at any such location or within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent, broker or subproducer. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.
4. **The Company's Duties**
 - a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in other territories; provided, however, you will be responsible for all fees and other costs that apply to such designations.
 - b. The Company will pay commissions to you on business you produce according to the terms and conditions set forth in this Agreement and in the Schedule(s) of Commissions referred to on the signature page.
5. **Your Duties**
 - a. You shall solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof that you are licensed to sell; provided, however, the Company may, in its sole discretion, refuse to accept, or require the amendment of, any application/order ticket/request form.
 - b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
 - c. You agree to exert your best effort to keep all insurance produced by you and by agents for whom you are an Appointing Agent under this Agreement (such appointed agents being hereinafter referred to as "subordinate agent(s)") in full force and effect.
 - d. You agree to be bonded in such manner as the Company may from time to time, and subject to reasonable amendment, require.
 - e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you.
 - f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement.
 - g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay.
 - h. You shall promptly notify the Company of any written customer complaint that relates to the sale or marketing of the Company's products, or any activity in connection with or notice of any regulatory investigation, disciplinary action, judicial proceeding and the like involving you or your subordinate agent(s). You will fully cooperate with the Company during its investigation of any consumer complaint or in connection with any other investigation being conducted by the Company.
 - i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and such other information as the Company may reasonably require. All such records and other information shall be subject to inspection by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company.
 - j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for that provided by the Company or with the Company's prior written approval.
 - k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
 - l. You shall hold the Company harmless and defend and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or that of subordinate agents or out of a breach of this Agreement, a violation of law or an error or omission committed by you or any of them.
 - m. You shall promptly deliver all items given to you for delivery to another person or to the Company.
 - n. You shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly send to it all premiums collected from applicants and any other money that the Company may authorize you to collect.
 - o. You shall, where appropriate, accurately calculate any exclusion allowance or maximum deductible contribution applicable to the payment of premiums for any policies, and be solely responsible for the proper calculation of such allowance or maximum deduction by you and by subordinate agents.
 - p. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.

Hester Rhondeesia

From: RGO - Contract/License Inquiry
Sent: Wednesday, December 20, 2006 8:44 AM
To: Hester Rhondeesia
Subject: FW: Henderson, Gregg- Great American
Attachments: Henderson, Gregg- Great American.pdf

Please print and assign

From: Dallas Welch [mailto:dallas.welch@figmarketing.com]
Sent: Tuesday, December 19, 2006 2:58 PM
To: RGO - Contract/License Inquiry
Subject: Henderson, Gregg- Great American

Please process the attached contract. Thanks

Dallas Welch

Contracting Specialist

Financial Independence Group, Inc.

Carolina Financial Center

19520 West Catawba Avenue, Suite 200

Cornelius, North Carolina 28031

800-527-1155 ext 142 * 704-895-5606 ext 142

Direct Dial- (704) 971-7702

Direct Fax- (704) 971-7703

Financial Independence Group, Inc.
Celebrating 30 years of superior service
1976-2006

www.figmarketing.com

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Inquiry Information:

Date of Inquiry: 12/20/2006
UserID: RHESTER

Subject Information: Name: HENDERSON, GREGG A
SSN: [REDACTED]

Current Address: 20900 42ND ST NE
SAMMAMISH, WA 98074

End User Information: Permissible Purpose: 03 - Written authorization

Report Results

BEACON 5.0 SCORE: 615 00013/00010/00008/00018
TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
PROPORTION OF BALANCES TO CREDIT LIMITS, TOO HIGH ON BANK/OTHER REVOLVING ACCTS
TOO MANY INQUIRIES LAST 12 MONTHS
NUMBER OF ACCOUNTS WITH DELINQUENCY
SSN ISSUED-77 STATE ISSUED-WA

COMPLIANCE DATA CENTER, INC.

*NO MATCH FOUND IN CDC'S OFAC DATABASE

* END OF REPORT, COMPLIANCE DATA CENTER, INC.

* ADDRESS DISCREPANCY - NO SUBSTANTIAL DIFFERENCE OCCURRED *

* 145 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
, ATLANTA, GA, 30374-0241, 800/685-1111

*HENDERSON, GREGG, A SINCE 01/24/88 FAD 11/06/06 FN-224
20900, NE 42ND, ST, SAMMAMISH, WA, 98074, TAPE RPTD 07/00
PO, BOX 1281, EDWARDS, CO, 81632, TAPE RPTD 10/96

111, QUEEN, AVE N STE 500, SEATTLE, WA, 98109, TAPE RPTD 04/06

BDS-04/28/1964, SSS-

01 SUN ROOM CORP

*SUM-05/86-12/06, PR/OI-NO, COLL-NO, FB-NO, ACCTS:17, HCS500-200K, 15-ONES, 2-OTHER S, HIST DEL- 2-TWOS.

FIRM / IDENT CODE CS RPTD LIMIT HICR BAL \$ DLA MR (30-60-90+)MAX/DEL
 ECOA/ACCOUNT NUMBER OPND P/DUE TERM 24 MONTH HISTORY

SOUND COMM* 12/06 1000 --- 0 01
 03/06 --- ---
 LINE OF CREDIT

WASHMUBNK * 11/06 --- 200K 200K 11/06 30
 04/04 --- 1358
 HOME EQUITY
 LINE OF CREDIT

MACYSDSNB * 11/06 500 --- 0 08/02 59
 11/01 --- ---
 CHARGE

CU PACIFIC* 11/06 4500 --- 3761 11/06 07
 03/06 --- 76
 CREDIT CARD

CITI * 11/06 12300 --- 8130 10/06 99
 05/86 --- 138
 CREDIT CARD

NORDSTROM * 09/04 --- 3500 --- 09/04 31 (04-00-00)08/02-R2
 09/89 --- --- *2*****2****/*****
 ACCOUNT CLOSED BY CREDIT GRANTOR
 CHARGE

PIER 1/NB * 06/04 1750 --- 0 04/00 99
 10/94 --- ---
 CHARGE

FUSA BANK * 02/00 --- 9500 0 16 (00-00-00)
 08/97 --- ---
 ACCOUNT CLOSED BY CONSUMER
 CLOSED OR PAID ACCOUNT/ZERO BALANCE

REVOLVING TOTALS 20050 213000 211891
 --- 1572

AHM * 12/06 --- 12168 2704 12/06 28 (02-00-00)
 08/04 --- 309 22*****/*****
 AUTO
 LEASE

SOUND COMM* 12/06 --- 3008 1328 12/06 09
 03/06 --- 265
 SECURED

USBANK RL 11/06 --- 23772 2314 11/06 54
 05/02 --- 396
 AUTO

LEASE

SOUND COMM* [REDACTED] I 06/06 --- 24329 0 05/06 01 (00-00-00)
 [REDACTED] 05/06 --- 482
 ACCOUNT TRANSFERRED OR SOLD

SOUND COMM* [REDACTED] II 06/06 --- 3008 0 06/06 03
 [REDACTED] 03/06 --- 265
 ACCOUNT TRANSFERRED OR SOLD
 UNSECURED

WASHMUHOM * [REDACTED] II 05/04 --- 135K 0 03/04 70
 [REDACTED] 07/98 --- 1517
 FREDDIE MAC ACCOUNT
 REAL ESTATE MORTGAGE

WELLSFARGO* [REDACTED] II 10/02 --- 26799 0 05/02 64
 [REDACTED] 05/97 --- 60M
 CLOSED OR PAID ACCOUNT/ZERO BALANCE
 LEASE

OHIO SAV * [REDACTED] II 11/98 --- 135K 0 09/98 02
 [REDACTED] 08/98 --- 15Y
 CLOSED OR PAID ACCOUNT/ZERO BALANCE

WASHMUBNK * [REDACTED] II 08/98 --- 135K 0 07/98 20
 [REDACTED] 02/96 --- 1K
 CLOSED OR PAID ACCOUNT/ZERO BALANCE

INSTALLMENT TOTALS --- 173948 6346
 --- 2487

GRAND TOTALS 20050 386948 218237
 --- 4059

*INQS-SOUND COMM [REDACTED] 11/01/06 CITI [REDACTED] 07/18/06
 WASH MUTUL [REDACTED] 06/23/06 GRAMLFINSR [REDACTED] 06/21/06
 SOUND COMM [REDACTED] 03/29/06 &

END OF REPORT EQUIFAX AND AFFILIATES - 12/20/06

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