

CL LIFE AND ANNUITY INSURANCE COMPANY

Executive Office: 201 Main Street, Suite 2100, Fort Worth, Texas 76102, (800) 520-6162
Administrative Office: P.O. Box 11525, Winston-Salem, NC 27116

Commission Schedule - GAII

This Commission Schedule is attached to and made a part of the Agent Contract between CL Life and Annuity Insurance Company ("CL Life") and the Agent ("you" or "Agent"). CL Life may modify this Commission Schedule after giving Agent the advance written notice required by state law or fifteen (15) days' advance written notice in states where no such advance written notice period exists. Agent shall receive compensation in accordance with the terms of the Agent Contract and this Commission Schedule as noted below.

CL Sundance 2-vear

Year	1
Age 0-80	1.00%
Age 81-90	0.60%

CL Sundance 3-year	ar	
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Year	1
Age 0-80	1.75%
Age 81-90	1.25%

CL Sundance 5-year

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Year	1	
Age 0-80	2.50%	
Age 81-90	2.00%	

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Year	1	
Age 0-80	4.00%	
Age 81-90	3.00%	

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Year	1
Age 0-80	2.75%
Age 81-90	2.25%

CL Life shall use the following rates for annuity contracts issued on annuity applications produced by you or, if applicable, other persons in your down line distribution who submit annuity applications that are designated by you. Your commission rate for each annuity contract will be reduced by any rates CL Life has assigned to other persons in your down line distribution for such annuity Contract, if any. In no event shall the commission rate credited to you and your down line distribution for each policy exceed the rate provided on this Commission Schedule. Commissions are expressed as a percentage of the initial premium or deposit and are paid based on the issue age of the Oldest Owner.

First-year commission percentages show in the compensation tables are percentages of the cash funds actually due and paid to CL Life for annuity contracts issued by CL Life on applications submitted by Agent. Commissions shall not be paid on fees collected, including billing fees, late fees, reinstatement fees or other fees charged by CL Life periodically.

For any lapsed annuity which is subsequently reinstated, CL Life is relieved of any further commissions due for the annuity unless the reinstatement application was procured by the original writing agent.

The agent writing the annuity shall be entitled to any and all original commissions and renewals as provided by this Commission Schedule except when the business has been transferred to another agent for any of the following reasons:

- Another agent rewrites an annuity
- Another agent reinstates a cancelled or terminated annuity



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Charge Backs:

Withdrawals are subject to commission chargeback, regardless of whether withdrawal charges are incurred. A commission chargeback will be applied as provided below: If the Owner exercises the policy's free-look provision, fully surrenders, dies or if the contract has a partial withdrawal in excess of the penalty-free amount available, within one year following the issue date, there will be a chargeback against commissions paid.

- CL Sundance and CL High Trestle the chargeback is 100% for months 1 through 6 and 50% for months 7 through 12.
- CL Tarrant Trail chargeback is 100% for first contract year, 50% for second contract year (except when the company breaks the bailout rate).
- Termination of the Agent Contract shall not terminate CL Life's right to chargeback commissions.

CL Life has the right, at its sole discretion, to delay payment of any commission until after the end of the 30-day Free Look Provision in its contracts.

No compensation shall be payable, and CL Life may chargeback, any compensation that may have been paid in any of the following situations:

- CL Life, in its good faith discretion, determines not to issue the annuity contract applied for;
- CL Life refunds the premiums paid as a result of a complaint by the policy owner;
- CL Life determines that any person soliciting an application was required to be licensed or appointed and was not;
- CL Life determines that any other person or entity receiving compensation for soliciting application or premiums is not or was not duly licensed and/or appointed as an insurance agent; or
- If CL Life determines at any time that the applicant did not meet CL Life's applicable underwriting standards.

Should any of the provision of this Commission Schedule be found to conflict with any provision of the Agent Contract, those provisions set forth in the Agents Contract shall control.

Commissions for products other than those listed on this Commission Schedule will be determined by CL Life.