

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into, by and between Cole & Cole (Charles D. Cole and Donna C. Cole), (hereafter referred to as the "Company"), and Deborah J. Deitsch (the "Contractor").

RECITALS:

A. The Company is engaged in the business of selling annuities and life insurance products (referred to collectively as the "Products") to the general public, including, but not limited to, residents of retirement parks, RV parks, mobile home parks, and gated communities throughout the United States (the "Parks").

B. To assist in the marketing of the Products, the Company engages various independent contractors to make sales presentations and consummate the sale of the Products at locations identified by the Company (the "Services").

C. In connection with the marketing of the Products, the Company desires to engage Contractor as an independent contractor to render the Services for the benefit of the Company, and Contractor desires to render the Services for the benefit of the Company, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the parties declare, covenant, and agree as follows:

AGREEMENT:

1. Engagement as Independent Contractor. The Company hereby engages Contractor as an independent contractor to render the Services to the Company, and Contractor hereby agrees to render the Services to the Company, upon the terms and conditions set forth in this Agreement. Contractor hereby acknowledges and agrees that the Company's engagement of Contractor pursuant to this Agreement is on a non-exclusive basis and that the Company has the right to engage or employ other persons to render services the same as the Services whether or not such other engagement or employment is in competition with Contractor.

2. Term. The term of this Agreement will commence on April 3, 2010, and will continue as provided in Section 7.

3. Payment of Commissions. As consideration for Contractor's rendition of the Services pursuant to this Agreement, the Company will pay to Contractor commissions upon the sale of Products in accordance with the applicable commission schedule in effect at the time each such sale is completed. The current commission schedule is attached as Exhibit A. Such payments will be made in accordance with the Company's routine procedures for the payment of creditors. The commission schedule will be determined and revised by the Company from time to time in the Company's sole and absolute discretion. Contractor will not have the right to participate in the determination or revision of any commission schedule. Contractor acknowledges and agrees that such commissions are the sole compensation Contractor is entitled to receive in exchange for Contractor's rendition of the Services and that Contractor is

not entitled to any financial interest in the Company or the business activities of the Company as a result of the parties entering into this Agreement. Contractor also acknowledges and agrees that Contractor will be solely responsible for all costs and expenses incurred by Contractor in connection with rendering the Services. For purposes of this Section 3, a "sale" of a Product will be deemed to have occurred, and the applicable commission will become payable by the Company to Contractor, upon the irrevocable acceptance of the Product by the customer and receipt by the Company of the commission payable by the issuer of the Product.

4. Duties and Responsibilities. In rendering the Services, Contractor will make diligent efforts to market the Products through means and methods determined by Contractor which are acceptable to the Company, including, without limitation, contacting existing and prospective customers, making truthful representations to customers, providing accurate information to customers regarding the Products, obtaining orders for the Products, and assisting the Company in the completion of sales of the Products to customers. Contractor will, at Contractor's sole cost and expense, comply with all laws and regulations applicable to Contractor in the performance of the Services and the Contractor's other obligations under this Agreement, including, without limitation, compliance with all federal, state, and local registration and licensing requirements, if any, and compliance with the Company's policies and procedures, which policies and procedures are attached as Exhibit B, as may be amended from time to time by the Company in its sole and absolute discretion. Contractor acknowledges and agrees that the Company will not provide Contractor with any business registrations or licenses applicable to or required for the rendition of the Services by Contractor.

5. Use of Company Information. Notwithstanding anything to the contrary in this Agreement, Contractor must receive Company's advance written approval, which approval may be withheld at the sole and absolute discretion of the Company and may be given subject to conditions, before Contractor (i) reproduces or uses any Company Information, (ii) establishes or uses an internet website containing any Company Information, or (iii) distributes, creates, or uses any marketing materials or conducts any advertising containing any Company Information. For purposes of this Section 5, "Company Information" includes all tangible and intangible personal property of the Company, including, without limitation, the name "Cole & Cole" and any derivate of such name; Company tradenames, trademarks and service marks; Company logos; customer information; supplier information; and other Company business information and data.

6. Independent Contractor Relationship. Contractor acknowledges and agrees that Contractor is an independent contractor of the Company and is not an employee of the Company. As an independent contractor of the Company, Contractor solely is responsible for all taxes levied on all amounts paid to Contractor pursuant to this Agreement. Contractor acknowledges and agrees that, as an independent contractor of the Company, Contractor is not entitled to worker's compensation benefits from the Company and that the Company does not maintain worker's compensation insurance, or make contributions to a worker's compensation fund, on behalf of Contractor. In furtherance of, and as a result of the independent contractor relationship between the Company and Contractor, the following will apply to Contractor's performance of its obligations under this Agreement:

6.1 Subject to the restrictions set forth in Section 8, Contractor will not be required to work exclusively for the Company except in the field of life insurance;

6.2 As provided in Section 4, the Company will not provide Contractor with any business or governmental registrations or licenses or other similar authorizations,

certifications, or approvals required by Contractor to perform the services of Contractor under this Agreement;

6.3 The Company will not pay Contractor a salary or hourly rate, and, instead, will pay to Contractor only the compensation described in Section 3;

6.4 The Company will not provide Contractor with any tools or equipment to fulfill Contractor's responsibilities under this Agreement;

6.5 Contractor will perform services under this Agreement at the time and in the manner required by Contractor to fulfill the purposes of this Agreement; and

6.6 The Company and Contractor acknowledge and agree that the business operations each performs are separate and that the Company and Contractor will not combine their business operations.

7. Termination. The initial term of this Agreement will be one (1) year from and after April 3, 2010. This Agreement automatically will renew from year to year thereafter, unless thirty (30) days prior to the expiration of any one (1) year term a party gives written notice to the other party of the termination of this Agreement upon completion of such one (1) year term. In the event of the failure of Contractor to comply with any of the requirements of this agreement, then at option of Company, the Company may give written notice of Company's intention to terminate this agreement and if full compliance be not made by Contractor within thirty (30) days after written notice of the aforesaid declaration to Contractor by Company mailed to Contractor at his last known address, then this agreement shall be terminated as for default.

7.1 This agreement shall automatically terminate when Contractor dies. This agreement shall also be terminated when Contractor is unable to perform the services herein because of physical or mental disability for a period of ninety (90) days.

7.2 This agreement may also be terminated if Contractor violates any law or governmental regulation and does not promptly take curative action to eliminate such violation after being notified thereof in writing.

7.3 Company may terminate this agreement without thirty (30) day notice when Contractor engages in any action, which Company, in its sole and absolute discretion determines to be dishonest, fraudulent or a misrepresentation to the Company or any third person or any other act which has an adverse effect on Company, its business, its employees or independent contractors or any customer of the Company or the Contractor.

8. Restrictive Covenants. Contractor acknowledges that certain confidential information regarding the Company's business, customers, and suppliers will be disclosed or made available to Contractor as a result of the engagement of Contractor by the Company. Such confidential information includes, without limitation, the names, addresses, telephone numbers, and other information regarding existing customers who have purchased Products from the Company, including, without limitation, customers residing in the Parks (referred to collectively as "Clients"), prospective customers who have contacted the Company, either directly or indirectly through third parties, regarding possible purchases of the Products (referred to collectively as "Prospects"), and suppliers of the Products to the Company (referred to collectively as the "Suppliers"). All such confidential information regarding the Company's business, the Parks, any Clients, any Prospects, and any Suppliers is acknowledged by

Contractor to be proprietary, confidential, and of unique value to the Company. In consideration of the Company disclosing or making available such information to Contractor, and as a material inducement to the Company to enter into this Agreement and to pay Contractor the commissions provided for in this Agreement, Contractor covenants and agrees as follows:

8.1 During the term of this Agreement Contractor will not, directly or indirectly, sell or solicit orders for any products that are the same or similar to the Products, individually, or on behalf of any other person, firm, or entity other than the Company. Specifically, the Contractor can only sell life insurance and annuities that are approved by the Company. In addition, during the term of this Agreement Contractor will not call upon or contact, directly or indirectly, any Clients, any Prospects, or any Suppliers for the purpose of selling or soliciting orders for any services, merchandise, or goods other than the Products in accordance with this Agreement without the prior written consent of the Company, which may be withheld at the Company's sole and absolute discretion;

8.2 For a period of eighteen (18) months immediately following termination of this Agreement, whether terminated by Contractor or the Company, Contractor will not contact, directly or indirectly, whether by telephone, by mail, or in person, on behalf of either Contractor or any other person, firm, corporation, or entity, any Clients, any Prospects, or any Suppliers on whom Contractor called, with whom Contractor became acquainted, or of whom Contractor learned during the term of this Agreement for the purpose of selling or soliciting orders for any products that are the same or similar to the Products;

8.3 During the term of this Agreement and for a period of eighteen (18) months immediately following its termination, whether terminated by Contractor or the Company, Contractor will not disclose to any other person, firm, corporation, or entity, either directly or indirectly, the names, addresses, or telephone numbers of any Clients, any Prospects, or any Suppliers, or any information relating in any manner to the Company's trade or business relationships with its Clients, Prospects, or Suppliers; and

8.4 All records, lists, accounts, data bases, and documents of any type relating in any manner to any Clients, any Prospects, or any Suppliers, whether prepared by Contractor or otherwise coming into Contractor's possession during the term of this Agreement, will be the exclusive property of the Company and Contractor will surrender to the Company immediately upon termination of this Agreement or at such other time as requested by the Company all copies of any such records, lists, accounts, data bases, and documents.

9. Enforcement.

9.1 Because of the unique nature and value of the proprietary information regarding the Company, the Parks, and the Company's Clients, Prospects, and Suppliers, Contractor acknowledges and agrees that the restrictive covenants set forth in Section 8 are fair and reasonable, that the Company will suffer irreparable harm in the event that Contractor breaches any of those restrictive covenants, and that monetary damages will be inadequate to compensate the Company in the event of such a breach. Accordingly, Contractor agrees that, in addition to any other remedies available to the Company at law or in equity, the Company will be entitled to injunctive relief to enforce the obligations of Contractor set forth in Section 8.

9.2 In the event that a court of competent jurisdiction determines that any of the restrictive covenants in Section 8 are invalid or unenforceable, the remainder of the restrictive covenants will not be affected and will be given full effect, without regard to invalid

portions. If any of the provisions of such restrictive covenants relating to time periods or the activities of Contractor will be declared by such court to exceed the maximum restrictions deemed reasonable and enforceable under South Dakota law, those provisions will be reformed to provide for the maximum restrictions on such time periods or activities deemed reasonable and enforceable by the court under applicable South Dakota law.

10. Indemnification. Contractor will indemnify and hold the Company harmless from and against any claims, damages, or liabilities resulting from Contractor's failure to comply with all laws or regulations applicable to Contractor, Contractor's rendition of the Services, and Contractor's performance of its other obligations under this Agreement. Without limiting the generality of the foregoing, Contractor will indemnify and hold the Company harmless from and against any claims, damages, or liabilities incurred by the Company as a result of the failure of Contractor to report or pay any federal, state, or local income or other taxes due on account of the Company's payment of commissions to Contractor.

11. Additional Terms.

11.1 Non-Alienation. This Agreement is personal in its nature and neither of the parties will, without the prior written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder, except that (i) this Agreement will inure to the benefit of and be binding upon Contractor's estate, heirs, and personal representatives; and (ii) Company may assign or transfer this Agreement to a successor entity in the event of a merger, consolidation, or transfer or sale of all or a substantial part of the assets of Company, provided that, in the case of any such assignment or transfer, this Agreement will, subject to the provisions of this Agreement, be binding upon and inure to the benefit of such successor entity and such successor entity will discharge and perform all the obligations of Company. Contractor will not have any right to pledge, hypothecate, anticipate, or in any way create a lien upon any amounts payable to Contractor pursuant to this Agreement. No benefits payable pursuant to this Agreement will be assignable by Contractor in anticipation of payment either by voluntary or involuntary acts or by operation of law.

11.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to the principles of conflicts of laws thereof.

11.3 Time. Time is of the essence for this Agreement and each provision contained in this Agreement. Any extension of time granted for the performance of any obligation under this Agreement will not be considered an extension of time for the performance of any other obligation under this Agreement.

11.4 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

11.5 Notices. Any notices given hereunder by one party to the other will be given in writing and delivered in person or forwarded by certified mail, postage prepaid, to the address set forth next to the party's name on the signature page to this Agreement, unless the party giving any such notice has been notified, in writing, of a change of such address by the other party. Any such notice will be deemed to have been given and received five (5) business days after posting, if mailed, or immediately upon delivery to the other party or to a responsible person at such party's place of business or residence.

11.6 Attorneys' Fees. In the event of any action, arbitration or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party the costs of such action or proceedings, including without limitation reasonable attorneys' fees, costs and disbursements.

11.7 Effective Date. This agreement shall be effective from and after April 3, 2010.

11.8 Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse any other party from the performance of any of its other obligations under this Agreement.

11.9 No Third-Party Beneficiaries. Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Contractor and Company. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Contractor and Company and not for the benefit of any other party.

11.10 Further Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary or appropriate to fully carry out the provisions, intent, and purposes of this Agreement.

11.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one and the same Agreement.

11.12 Severability. If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.

11.13 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in this Agreement. All prior contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by the parties.

11.14 Signing of Agreement. Contractor acknowledges and agrees that this Agreement is entered into by Contractor knowingly, freely and voluntarily, and not through any misrepresentation, false statements, fraud, intimidation, coercion, or duress.

11.15 Other Documents and Intent of the Parties. It is the clear and unequivocal intent of the parties to this Agreement to establish an independent contractor relationship for all matters, including, but not limited to (i) all federal, state, and local tax matters; (ii) all federal and state employment matters, including unemployment or economic welfare fees or taxes; (iii) all workmen's compensation

matters; and (iv) all other third party liability matters such as insurance. This Agreement will be so interpreted by not only the parties but by all other parties. The parties further agree to sign any ancillary documents required by each other or any third parties to confirm their independent contractor's relationship.

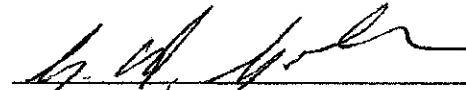
CONTRACTOR:


Deborah J. Deitch

Address:

15 Shoreline Drive
Rancho Mirage, CA 92270

COMPANY:



Charles D. Cole

Cole & Cole

Address:

23756 Arena Drive
Rapid City, SD 57702

Exhibit A

Commission Structure

Deborah J. Deitsch commission structure:

- Commission rate to start at 60% of commission received by Cole & Cole.
- Commission rate to increase to 65% when \$2 million in cumulative annuity sales has been produced.
- Commission rate to increase to 70% when \$4 million in cumulative annuity sales has been produced.
- All commissions are due after the policy is delivered and the "free look" period has expired.
- Contractor will promptly return all commissions received for any contract that has a commission chargeback from the insurance company. This clause is also binding on the Contractor's Estate.
- Exhibit A shall be effective from and after April 3, 2010.

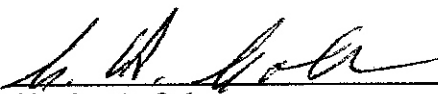

Deborah J. Deitsch
Charles D. Cole
Cole & Cole

Exhibit B


Policies and Procedures

All applications for Products produced by the Contractor will be sent to and approved by the Company.

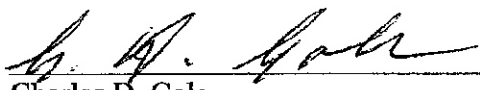
The Company will edit and type the application and return it to the Contractor for signatures.

The Contractor will return the finished and signed application to the Company who will then forward and track it with the appropriate insurance company.

Exhibit B shall be effective from and after April 3, 2010.



Deborah J. Deutsch



Charles D. Cole
Cole & Cole