JACKSON LIFE INSURANCE COMPANY) A CORPORATION) PLAINTIFF)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS	AT LAW
JAMES S. WILLIAMS) DEFENDANT)	NO. 7347

ANSWER

Comes now the Defendant in the above styled cause and for answer to the complaint says:

1. Not guilty.

2. The Defendant for answer to the said complaint, sayth that he has paid the debt, for the recovery for which this suit was brought, before the action was commenced.

Wilh Hayn
Attorney for Defendant

Defendant demands trial by jury.
This the 24th day of February, 1967.

Wilh Hayn
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 24th day of February 1967 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.

Wilh Hayn

FILED

1967

CLERK REGISTER

610

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James S. Williams to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of Jackson Life Insurance Company, a corporation.

Witness my hand this 25 day of January, 1967.

Alice J. Duck
Clerk

JACKSON LIFE INSURANCE COMPANY, A Corporation, Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
	X	NO. 7347
JAMES S. WILLIAMS, Defendant.	X	

COUNT ONE

The Plaintiff claims of the Defendant Six Thousand Two Hundred and Twenty-five Dollars and 48/100 ($6,225.48) due from him under the terms of that certain Regional Managers Contract and Regional Managers Financing Agreement executed in writing by the parties on the 1st day of May,1964, copies of which are hereto attached and by reference made a part hereof as fully as if incorporated herein; said contract and agreement specifically providing that at the termination of the contract the Defendant would repay the Plaintiff any amount by which the semi-monthly advance payments made to the Defendant exceeded the commissions earned by the Defendant and such amount is claimed above and has been due and owing since the 30th day of November, 1966, together with interest thereon and is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant the sum of Four Hundred and Eighty-seven Dollars and 42/100 ($487.42), due by promissory note made by him on the 28th day of January, 1965 for Nine Hundred Dollars ($900.00) and payable at the rate of Fifty Dollars ($50.00) per month together with interest at six percent (6%) beginning April 1, 1965 and the same amount on the first of each successive month thereafter until paid, which said sum is unpaid.

CHASON, STONE & CHASON

By: John Earle Chason
Attorneys for Plaintiff

Ex-2-17-67

FILED
JAN 25 1967
ALICE L. DUCK, CLERK
REGISTER

JACKSON

LIFE INSURANCE COMPANY

MEMPHIS, TENNESSEE

REGIONAL MANAGER'S FINANCING AGREEMENT

THIS AGREEMENT is attached to and made a part of the Regional Manager's contract of May 1, 1964 between JACKSON LIFE INSURANCE COMPANY, an Arkansas corporation, hereinafter called the "Company," and James S. Williams of, Bay Minette, Alabama, hereinafter called the "Regional Manager."

By reason of the recommendation of ________________

the Company agrees to advance the Regional Manager the sum of $ 400 per month for a period of twelve months, provided the Regional Manager shall have produced, issued, and paid for life insurance business, the annual premiums for which (regardless of the mode of payment) amount to not less than $________ for the second month following the first advance and $________ for the months thereafter. One half of the amount of the monthly advance shall be payable on the last day and one half on the fifteenth day of each month. The amount of premiums on an annual basis will be calculated by the Company at the end of each month for all business which has been issued and paid for during the current month after deducting the unpaid balance of the first annual premium on all business terminating during the month for which premiums have not been paid for the full first policy year.

The payment of the advances is contingent upon the receipt by the Company of the following completed forms not later than the end of the week following the period to be covered by the report:

A. One copy of a weekly report entitled "Summary of Sales Activities Report." This report is due for each week.

B. Report of completion of study assignment within the period specified by agreement with the Company.

The following schedule sets forth the amount of annual premiums required to provide an advance of $100.00 per month. Proportionate adjustments will be made for advances of larger or smaller amounts:

END OF MONTH	ISSUED AND PAID FOR PREMIUMS ON ANNUAL BASIS
1st	$ 0.00
2nd	125.00
3rd to 12th inclusive	165.00

The termination of the Regional Manager's contract of which this agreement forms a part shall automatically terminate this agreement, and in any event, this agreement shall terminate at the expiration of twelve months from the date of the first advance.

Upon the termination of this financing agreement, for any reason, and whether with or without cause, the Regional Manager agrees to pay to the Company the amount of all advances which it has made to or on behalf of the Regional Manager including, but not limited to, the amount by which the advances made by the Company to the Regional Manager under the terms of this agreement exceeds the earned commissions which have been applied against such advances.

IN WITNESS WHEREOF: the parties hereto have hereunto affixed their names this 1st day of May, 1964.

JACKSON LIFE INSURANCE COMPANY

By [signature]

James S Williams

Regional Manager

FILED
JAN 25 1967
ALICE J. BUCK, CLERK REGISTER

JACKSON

LIFE INSURANCE COMPANY

MEMPHIS, TENNESSEE

REGIONAL MANAGER'S CONTRACT

This appointment and contract were made and entered into by and between JACKSON LIFE INSURANCE COMPANY, an Arkansas Corporation, hereinafter called the "Company" and James S. Williams, of Baldwin County or Parish, Bay Minette, Alabama, hereinafter called the "Regional Manager"; WITNESSETH:

1. TERRITORY: The Regional Manager is authorized to solicit applications for insurance and annuities in the name of the Company in the following territory:

Southernmost Seventy Five (75) Miles of Mississippi and Alabama, commonly known as Mobile and Vicinity

2. EFFECTIVE DATE: This contract shall become effective when (a) signed by the Regional Manager and (b) the Company's name has been affixed by its President, a Vice President, or Secretary it shall supersede and take the place of any previous contracts as far as future business is concerned; it shall not affect or change any indebtedness or obligation of the Regional Manager to the Company; and it shall not impair or modify the Regional Manager's right to compensation on business produced during the existence of any prior contracts.

3. COMMISSIONS: The Company shall pay the Regional Manager commissions at the rates set forth in the table below on first year premiums which have been paid to the Company for business personally produced by the Regional Manager. Commissions on Family Income, Double Indemnity and Waiver of Premium riders shall be the same as paid on the basic policy to which the rider is attached. Commissions on rated policies, benefits subsequently added, and policies not listed in the schedule below, shall be paid in accordance with the Company practices set forth in the Agent's Manual of Instructions. The Regional Manager's right to any renewal commissions is subject to the conditions set forth below.

TABLE OF FIRST YEAR COMMISSIONS

ALL AGES

Ordinary Life	90%	20 Year Endowment	65%
20 Pay Life	90%	10 Year Endowment	55%
30 Pay Life	90%	Endowment at Age 18	50%
Home Guardian	90%		
Selective Insured Investment Plan	90%	Mortgage Protection	60%
Junior Insured Savings Plan	90%	20 Year Term	70%
		15 Year Term	70%
15 Pay Life	75%	10 Year Term	65%
10 Pay Life	60%	5 Year Term	55%
Executive Risk Life	60%	and 5% Renewals 2nd thru 10th Year.	

AGES	10 to 20	21 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55
Endowment at 60	85%	85%	80%	65%	60%	45%	
Endowment at 65	85%	85%	85%	80%	65%	60%	45%
20 Pay Endowment at 60	80%	75%	70%	65%			
20 Pay Endowment at 65	80%	80%	75%	70%	65%		
Retirement Income at 55	75%	65%	55%	45%	35%		
Retirement Income at 60	80%	80%	75%	55%	50%	35%	
Retirement Income at 65	85%	85%	80%	75%	60%	55%	40%

20 Pay Retirement Income at 65...60% — All Ages

Guaranteed Life Annuity............... $50.00 per thousand — No Renewals

Single Premiums .... 3% — No Renewals   All Riders .... Same as Basic Policy

4. RENEWAL COMMISSIONS: The Regional Manager shall be entitled to receive on the business produced by him renewal commissions paid to the Company for the second year in the amount of 10% and for the third through the tenth years at the rate of 7½% except where modified renewal commissions or the notation "No Renewals" appear in the foregoing table of first year's commissions. The Regional Manager shall receive renewal commissions in accordance with the terms of this contract only so long as premiums paid to the Company on business produced personally by the Regional Manager exceed $2,500 annually. The amount of such premiums shall be determined on each December 31st.

5. OVERWRITING COMMISSIONS: The Company shall pay the Regional Manager first year and renewal overwriting commissions on life insurance business produced by subordinate General or Career agents who are assigned to or appointed by him according to the following schedule:

TABLE OF FIRST YEAR OVERWRITING COMMISSIONS

If the business on which the Regional Manager is entitled to a first year overwriting commission is produced personally by a General Agent, or if a General Agent is entitled to an overwriting commission on such business, the first year overwriting commission of the Regional Manager shall be determined as follows:

10% on all policies except Single Premium and Guaranteed Life Annuity
$6.00 per thousand on Guaranteed Life Annuity

In all other cases where the Regional Manager only is entitled to a first year overwriting commission, the amount of his commission shall be determined as follows:

20% on all policies except Single Premium and Guaranteed Life Annuity
$14.00 per thousand on Guaranteed Life Annuity

OVERWRITING COMMISSION ON RENEWALS

The Company will pay the Regional Manager renewal overwriting commissions as set forth below on business produced by subordinate Career Agents assigned to or appointed by him only when there is no General Agent who would be entitled to an overwriting commission on such subordinate Career Agents.

Such renewal overwriting commission will be paid at the rate of 2½% for the second through the tenth policy year on renewal premiums paid to the Company for all policies except those which carry modified renewal commissions or the notation "No Renewals" in the table of first year commissions appearing in Paragraph 3.

The Regional Manager's right to overwriting commissions shall terminate upon the termination of this contract for any reason and whether with or without cause.

6. PERSISTENCY ALLOWANCE: The Regional Manager shall receive on the business which he personally produces a persistency allowance of two per cent on all premiums paid to and accepted by the Company beginning with the policy year following the payment of the final renewal commissions, provided (a) the premiums on which a persistency allowance is made must be paid to the Company on policies during the premium paying period, and (b) the Regional Manager must be actively engaged in the service of the Company under this appointment. This persistency allowance shall be considered as compensation for the servicing of the Regional Manager's policies, and it shall cease upon termination of this contract.

7. TERM CONVERSIONS: When a term policy is converted by the Regional Manager into a life or endowment policy at attained age, after one year from its date, the Regional Manager shall be allowed commissions on the new policy at the rate effective for such policy. When a Term policy is converted as of the date of the original policy, commissions already paid on the term policy shall be deducted from the commissions on the new policy.

8. DUTIES: The Regional Manager agrees that he will not solicit business for any other life insurance company during the existence of this contract and that he will not offer any application for life insurance to any other life insurance company until it has first been offered to and rejected by the Company. In addition to soliciting applications for life insurance personally, the Regional Manager shall recruit, train, and supervise subordinate agents. The appointment of such subordinate agents shall be subject to written approval of the Company which will be evidenced by the execution of a contract between the Company and the agent.

9. OFFICE ALLOWANCE: It is agreed that the Company will pay the Regional Manager a bonus of $3.00 per thousand face amount of all paid for life insurance produced in any calendar year by him or any agents appointed by or assigned to him (except that all forms of term insurance, term riders, the Home Guardian policy, and all forms of Annuities shall not be taken into consideration in the computation of such bonus). This bonus shall be paid only on business that renews in the second policy year by the payment of at least a quarterly premium or its equivalent.

10. RULES AND REGULATIONS: The Regional Manager agrees to comply with the rules and regulations of the Company which appear in the Agent's Manual of Instructions and such other rules and regulations as may be promulgated by the Company from time to time.

11. REBATING: The Regional Manager agrees to comply with the insurance laws of the state in which he is operating, and he agrees that he will not, either directly or indirectly, or in any manner whatsoever, pay or allow or offer to pay or allow, any rebate of commissions on any policy issued or to be issued by the Company.

12. SETTLEMENTS: All settlements taken by the Regional Manager shall be taken by him as trustee for the Company; and they shall be forwarded immediately to the Company.

13. POLICIES DECLINED: If for any reason the Company should decline any application taken by the Regional Manager, or if it should deem it expedient to return to the applicant any settlement taken, the Regional Manager agrees to return to the applicant any money taken, or other forms of settlement taken by him, and to procure the applicant's receipt for such money or settlement on forms which shall be furnished by the Company. The Regional Manager agrees to refund any commissions paid to him on policies which are declined or settlements which are returned.

14. INDEBTEDNESS: The Company is authorized to apply all or any part of the commissions payable to the Regional Manager under the terms of this contract against any indebtedness due it from the Regional Manager, including, but not limited to, advances by the Company to or on behalf of the Regional Manager under the terms of an agreement entitled "Agent's Financing Agreement" which has been executed by the parties to this contract on this date.

15. MODIFICATION: This contract constitutes the entire agreement between the Company and the Regional Manager; and no change, modification, or waiver in the provisions of this contract shall be binding upon either party unless it is contained in writing signed by both parties.

16. LIMITATION OF AUTHORITY AND DUTIES: No implied powers or authority are conveyed to the Regional Manager, and no implied duties are to be required of the Company. The powers and authority of the Regional Manager and the duties of the Company are limited as provided in this contract and the rules and regulations of the Company.

17. WAIVER OF RIGHTS: The delay or refusal on the part of either party to enforce any right under the terms, stipulations, provisions, or conditions of this contract shall not be deemed to be a waiver of such right; such delay or refusal shall in no way affect the subsequent enforcement of any right; and such delay or refusal shall not be deemed to have established a precedent.

18. BUSINESS CREDITED: The Regional Manager shall be entitled to receive commissions on premiums received on business written by him personally provided his name appears on the application as agent. If any business is produced jointly with any other agent or person acting for the Company, the Regional Manager shall receive the regular commission on the share of the business which he produced unless the other person or persons shall agree to the contrary in writing. In the event that the Regional Manager's claim to a commission is disputed or questioned, the Company shall have the right to decide the amount of the commission to which he is entitled, if any; and its decision shall be binding upon the Regional Manager.

19. REPORTS AND CORRESPONDENCE: The Regional Manager agrees to make all reports required by the rules and regulations of the Company, and he agrees to forward all applications and correspondence to the Company.

20. REINSTATEMENTS: The Company will protect the right of the Regional Manager to receive commissions on lapsed and reinstated policies if application for reinstatement is made within ninety days from the due date of the premium in default. If the application for reinstatement is secured by another person acting on behalf of the Company after the expiration of ninety days from the due date of the premium in default, the person securing the application for reinstatement shall be entitled to the commission provided the policy is reinstated.

21. INDEPENDENT CONTRACTOR: This contract and the rules and regulations of the Company as they now exist or as they may be changed from time to time shall be deemed to create a relationship calling for results, and they shall not be construed to create the relationship of employer and employee. The Regional Manager shall at all times be deemed to be acting as an independent contractor. The manner and methods of the Regional Manager in performing his part of this contract are not directed by the Company.

22. JOINT FINANCING: The Company will until further notice assist the Regional Manager in financing subordinate General and Career Agents by making advances to such subordinate Agents in such amounts and for such periods of time as shall be approved by the Regional Manager and the Company. The Regional Manager agrees to pay the Company one-half of the amount of any unpaid advances from the Company to any such subordinate Agents assigned to or appointed by the Regional Manager upon the termination of the Agency Contract between such subordinate agents and the Company but after all first year commissions have been earned and credited against such advances. Before the amount of unpaid advances of such subordinate agents is determined there shall be applied as a memorandum credit against such advances the estimated commuted value of his renewal commissions, which value shall be determined by the Company. Renewal commissions on premiums for business produced by such terminated subordinate agents which are received by the Company after the above sharing of loss has occurred will be credited 50% to the Regional Manager's account and 50% to the Company until each has recovered their amount of the shared loss.

23. TERMINATION OF CONTRACT:

A. This contract shall be automatically terminated by the death or mental disability of the Regional Manager; it shall be automatically terminated by the cancellation or lack of renewal of the Regional Manager's rights to solicit insurance in any part of the above described territory; and it shall also be automatically terminated by the withdrawal of the Company from the above described territory, which the Company reserves the right to do.

B. This contract has no specific duration or term and it may be terminated at the will of either party, with or without cause, upon written notice to the other party. All notices, including but not limited to, notice of termination, notice of change in the rules and regulations of the Company shall be mailed, delivered personally, or telegraphed to the Regional Manager at his above address. When such notice is mailed to the Regional Manager, it shall become effective upon the expiration of twenty-four hours from the time it is deposited in the United States Mail. When such notice is not mailed, it shall become effective upon receipt by the Regional Manager. All notices to the Company shall be sent to its Home Office at Memphis, Tennessee, and such notice shall not become effective until received at the Home Office.

C. In the event of termination of this contract because of the death or the total and permanent disability of the Regional Manager after it has been in force for a period of one year, the Regional Manager shall be entitled to renewal commissions as provided in this contract for the specified commission paying period.

D. In the event of termination of this contract by the Regional Manager after a period of one year, renewal commissions will continue to be paid in accordance with the provisions of this contract entitled "Renewal Commissions" for a period equal to the time the contract has been in force but only during the specified renewal commission paying period of each individual policy remaining in force.

E. In the event of termination of this contract by the Company after a period of one year, renewal commissions will be continued to be paid in accordance with the provisions of this contract entitled "Renewal Commissions" for the specified commission paying period for each policy remaining in force, except that if the contract is terminated by the Company on the grounds of fraud, mismanagement of Company funds, misrepresentation, or gross misconduct, then said renewal commissions will be payable for a period equal to the time the contract has been in force but only during the specified renewal commission paying period of each individual policy remaining in force.

F. Upon the termination of this contract, the Regional Manager agrees to pay the Company the amount by which all advances from the Company to the Regional Manager or other indebtedness exceeds the earned commissions which have been applied against such advances.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this the

1st day of May, 19 64.

JACKSON LIFE INSURANCE COMPANY

By E. E. Huntley

James S. Williams
REGIONAL MANAGER

FILED
JAN 27 1967
[illegible] CLERK REGISTER