

EmblemHealth
Assignment of Commissions

To: Genesis Business Capital, Inc.
(Herein called the Assignee)

Tax ID _____

Assignee's Address: 24 South Mortimer Avenue, Elmsford, NY 10523

Telephone: 914-909-2548

For valuable consideration, the undersigned, herein called the Assignor, hereby assigns to the Assignee all of the Assignor's right, title, interest, claim or demand in and to any and all compensation now due and payable, or which may become due and payable, under existing contracts and agreements heretofore entered into by and between the Health Insurance Plan of Greater New York, Inc., on behalf of itself and its affiliates (collectively, the "Company") and Assignor.

Assignor hereby authorizes and empowers the Company to pay Assignee all compensation (including but not limited to over-riding commissions) now due or which may become due under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility to the Assignor for such payments. Assignor hereby acknowledges and agrees that assignment of compensation payable under the agreement does not release or otherwise relieve

Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to Solicitor Agents and/or the obligation to reimburse the Company for compensation paid on premiums subsequently refunded.

Assignor hereby covenants and agrees that Assignor is the absolute and sole owner of said compensation, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents, and employees from and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Assignor Signature _____ Dated _____

Assignor Name _____
(Print)

Assignee Signature _____ Dated _____

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by an authorized officer of the company.

By _____ Dated _____
(Authorized Company Signature)

Company Officer Name _____ Title _____
(Print)