

FORM A
STATEMENT REGARDING THE
MERGER WITH A DOMESTIC INSURER

PEMCO LIFE INSURANCE COMPANY

BY

SAGICOR LIFE INSURANCE COMPANY
(Applicant)

Filed with the Washington Office of the Insurance
Commissioner

Dated: September 28, 2012

Name, Title, Address, and Telephone Number of Individual to
Whom Notices and Correspondence Concerning this
Statement Should be Addressed:

Carney Badley Spellman, P.S.
701 Fifth Avenue
Suite 3600
Seattle, Washington 98104-7010
Telephone: (206) 607-4153
Fax: (206) 467-8215
Attention: Timothy J. Parker

With copies to:

Sneed, Vine & Perry, P.C.
900 Congress Avenue, Suite 300
Austin, Texas 78767
Telephone: (512) 476-6955
Facsimile: (512) 476-1825
Attention: Michael R. Perkins

Sagicor Life Insurance Company
4010 W Boy Scout Blvd, Suite 600
Tampa, Florida 33607
Telephone: (813) 287-1602
Attention: Bart F. Catmull, Chief Operating Officer

ITEM 1. INSURERS AND NATURE OF MERGER

State the name and address of the domestic insurer to which this application relates and a brief description of how control is to be acquired.

(a) Name and Address of Domestic Insurer. The domestic insurer to which this application relates is PEMCO Life Insurance Company ("Insurer"). Insurer's registered address is 701 Fifth Avenue, Suite 3600, Seattle, Washington 98104.

(b) Merger. Pursuant to Purchase and Sale closed on or about September 28, 2012, as approved by the Washington Office of the Insurance Commissioner by Order dated September 20, 2012 [Exhibit "A"], PEMCO Life Insurance Company is wholly owned by Sagacor Life Insurance Company. The proposed merger will increase efficiencies by eliminating redundant administrative and business processes. The proposed merger will be effected by execution of the documents in Exhibit "M" [Merger Documents].

SLIC owns 100% of the stock of PLIC, a Washington domiciled life insurance company incorporated in Washington state on May 27, 1963. PLIC has its statutory home office, main administrative office and mailing address at 701 Fifth Avenue, Suite 3600, Seattle, Washington 98104. PLIC is licensed by the Washington Insurance Commissioner to transact life insurance business in Washington state (Washington Certificate of Authority No. 923, NAIC Co. Code 71803). PLIC has authorized capital stock of 12,500 shares of common stock, \$10 par value, of which 12,500 are issued and outstanding.

Upon the effective date of the proposed merger, each share of PLIC that is outstanding and all rights and obligations in respect of those shares would, without further action, be cancelled and extinguished without any consideration therefor. No shares of stock or other consideration of PLIC would be issued in connection with the proposed merger. SLIC, as the surviving corporation, would thereafter continue to exist by virtue and under the laws of Texas. The corporate identity, existence, purpose, powers, obligations to policyholders and others, franchises, rights and immunities of SLIC would continue unaffected and unimpaired by the merger. Likewise, the corporate identity, existence, purpose, powers, obligations to policyholders and others, franchises, rights and immunities of PLIC would be merged with and into SLIC, and SLIC would be fully vested therewith. The separate existence of PLIC would cease upon the Agreement and Plan of Merger filed herein becoming effective and thereupon PLIC and SLIC would become a single corporation, SLIC. As of the effective date of the proposed merger, all rights and obligations of PLIC would become the rights and obligations of SLIC as the surviving corporation.

Further, under the terms of the proposed merger, SLIC, the surviving corporation, would continue to exist as an insurance corporation domiciled under the laws of the state of Texas, with all of the rights and obligations of such surviving corporation as are provided by the Texas Corporation Act. All business of both SLIC and PLIC would be operated under the name of SLIC.

The interest of SLIC and PLIC in having this proposed merger approved is to improve the efficiency of their operations. Currently both PLIC and SLIC are licensed by the Washington state Insurance Commissioner to transact life and disability insurance business in Washington state. This proposed merger would eliminate duplicative costs.

SLIC is a financially stable insurance company. As of June 30, 2012, SLIC has assets in excess of \$935,500,000, liabilities in the amount of \$879,300,000, and surplus as regard to policyholders in the amount of \$56,200,000 million. Moreover, SLIC has a financial strength rating of "A-" from A.M. Best. PLIC, as of June 30, 2012, has assets in excess of \$11,808,999, liabilities in the amount of \$5,770,966 and surplus as regards to policyholders in the amount of \$6,038,033. Moreover, PLIC has a financial strength rating of "B+" from A.M. Best. There will be no adverse financial impact on SLIC or PLIC, and the proposed merger is in no way likely to be hazardous or prejudicial to the insurance-buying public.

All rights of PLIC policyholders will be maintained and honored by SLIC. PLIC's policyholders will not be adversely affected in any way.

No director, officer, member or subscriber of any such insurer, except as is expressly provided by the plan of merger or consideration, shall receive any fee, commission, other compensation or valuable consideration whatsoever for in any manner aiding, promoting or assisting in this proposed merger.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) State the name and address of the applicant seeking to merge with the insurer.

The name and address of the Applicant seeking to merge with PEMCO Life Insurance Company:

**Sagicor Life Insurance Company
4343 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85251**

(b) If the applicant is not an individual, state the nature of its business operations for the past five years or for such lesser period as such person and any predecessors thereof shall have been in existence. Briefly describe the business intended to be done by the applicant and the applicant's subsidiaries.

Applicant is a Texas life insurance company organized and licensed in 1954. Applicant has conducted the business of insurance continuously since that time and plans to do so in the future. It has Certificates of Authority in several jurisdictions including Washington state.

(c) Furnish a chart or listing clearly presenting the identities of the inter-relationships among the applicant and all affiliates of the applicant. No affiliate need be identified if its total assets are equal to less than one-half of one percent of the total assets of the ultimate controlling person affiliated with the applicant. Indicate in such chart or listing the percentage of voting securities of each such person which is owned or controlled by the applicant or by any other such person. If control of any person is maintained other than by the ownership or control of voting securities, indicate the basis of such control. As to each person specified in such chart or listing indicate the type of organization (e.g. corporation, trust, partnership) and the state or other jurisdiction of domicile. If court proceedings involving a reorganization or liquidation are pending with respect to any such person, indicate which person, and set forth the title of the court, nature of proceedings and the date when commenced.

A chart presenting the identities of the inter-relationships among the Applicant and all affiliates of the Applicant is attached as Exhibit "B".

ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUALS ASSOCIATED WITH THE APPLICANT

State the following with respect to (1) the applicant if (s)he is an individual or (2) all persons who are directors, executive officers or owners of ten percent or more of the voting securities of the applicant if the applicant is not an individual.

(a) Name and business address;

The ultimate controlling person of the Applicant is Sagicor Financial Corporation ("SFC"), a Barbados publicly traded company. SFC's home and principal office address is Sagicor Corporate Centre, St. Michael, Barbados. The names and business address of SFC's directors and executive officers follow:

Name	Position	Business Address
Stephen D. R. McNamara	Chairman of the Board	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Andrew Aleong	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Professor Sir Hilary Beckles	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Marjorie Fyffe-Campbell	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Dr. L. Jeannine Comma	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Joyce E. Dear	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados

Name	Position	Business Address
Richard M. Kellman	Director and Group Chief Operating Officer	Cecil F de Caires Building, Wildey, St. Michael, Barbados
William P. Lucie-Smith	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Dodridge D. Miller	Director and Group President and Chief Executive Officer	Cecil F de Caires Building, Wildey, St. Michael, Barbados
John F. Shettle, Jr.	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
J. Andrew Gallagher	Chief Risk Officer	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Maxine MacLure	Executive Vice President, Corporate Services	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Philip N. W. Osborne	Chief Financial Officer	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Sandra Osborne, QC	Executive Vice President, General Counsel and Secretary	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Melba Smith	Vice President, Corporate Communications	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Dr. M. Patricia Downes-Grant	President and Chief Executive Officer, Sagicor Life Inc. (Barbados)	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Richard Byles	President and Chief Executive Officer, Sagicor Life Jamaica Limited	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Ravi Rambarran	President, International Division	Cecil F de Caires Building, Wildey, St. Michael, Barbados

Proposed officers and directors of the Insurer are:

Dodridge D. Miller	President and Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Sandra Osborne, QC	Secretary	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Bart F. Catmull	Chief Financial Officer, Treasurer and Director	4010 W. Boy Scout Blvd, Ste 800 Tampa, Florida 33607
Ned Gaffney	Senior Vice President, Investments	4010 W. Boy Scout Blvd., Ste 800 Tampa, Florida 33607
LeRoy Pruitt	Valuation Actuary	4343 N. Scottsdale Rd., Ste 300 Scottsdale, Arizona 85251
Stephen D. R. McNamara	Director	Cecil F de Caires Building, Wildey, St. Michael, Barbados
Beverly Sisson	Director	4010 W. Boy Scout Blvd., Ste 800 Tampa, Florida 33607
Todd Campbell	Director	4010 W. Boy Scout Blvd., Ste 800 Tampa, Florida 33607

Biographical affidavits for each proposed officer and director of the Insurer are attached as Exhibits "E" – "L". The attached affidavits contain information responsive to all item 3. Inquiries.

(b) Present principal business activity, occupation or employment including position and office held and the name, principal business and address of any corporation or other organization in which such employment is carried on;

The ultimate controlling person is an insurance holding company. The principal place of business of Sagicor Financial Corporation is Cecil F de Caires Building, Wildey, St. Michael, Barbados.

(c) Material occupations, positions, offices or employment during the last five years, giving the starting and ending dates of each and the name, principal business and address of any business corporation or other organization in which each such occupation, position, office or employment was carried on; if any such occupation, position, office or employment required licensing by or registration with any federal, state or municipal governmental agency, indicate such fact, the current status of such licensing or registration, and an explanation of any surrender, revocation, suspension or disciplinary proceedings in connection therewith;

The exclusive business activity of Sagicor Financial Corporation during the last five years has been as an insurance holding company.

(d) Whether or not such person has ever been convicted in a criminal proceeding (excluding minor traffic violations) during the last ten years and, if so, give the date, nature of conviction, name and location of court, and penalty imposed or other disposition of the case.

None.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Describe the nature, source and amount of funds or other considerations used or to be used in effecting the merger or other acquisition of control. If any part of the same is represented or is to be represented by funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding or trading securities, furnish a description of the transaction, the names of the parties thereto, the relationship, if any, between the borrower and the lender, the amounts borrowed or to be borrowed, and copies of all agreements, promissory notes and security arrangements relating thereto.

Applicant acquired 100% of the stock of PEMCO Life Insurance Company for valuable consideration described in the Order Approving Acquisition dated September 20, 2012. Exhibit "A." Applicant's proposed merger with its wholly owned subsidiary PEMCO Life Insurance Company involves no financial consideration.

(b) Explain the criteria used in determining the nature and amount of such consideration.

N/A.

(c) If the source of the consideration is a loan made in the lender's ordinary course of business and if the applicant wishes the identity of the lender to remain confidential, he or she must specifically request that the identity be kept confidential.

Not applicable.

ITEM 5. FUTURE PLANS OF INSURER

Describe any plans or proposals which the applicant may have to declare an extraordinary dividend, to liquidate such insurer, to sell its assets to or merge it with any person or persons or to make any other material change in its business operations or corporate structure or management.

The Applicant has no plans for transactions involving the surviving entity that would be outside the normal course of business.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

State the number of shares of the insurer's voting securities which the applicant, its affiliates and any person listed in Item 3 plan to acquire, and the terms of the offer, request, invitation, agreement or acquisition, and a statement as to the method by which the fairness of the proposal was arrived at.

Applicant owns 100% of PEMCO Life Insurance Shares.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

State the amount of each class of any voting security of the insurer which is beneficially owned or concerning which there is a right to acquire beneficial ownership by the applicant, its affiliates or any person listed in Item 3.

Applicant owns 100% of PEMCO Life Insurance Shares.

ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER

Give a full description of any contracts, arrangements or understandings with respect to any voting security of the insurer in which the applicant, its affiliates or any person listed in Item 3 is involved, including but not limited to transfer of any of the securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies. Such description shall identify the persons with whom such contracts, arrangements or understandings have been entered into.

Attached as Exhibit N is a Management and Service Agreement filed with the Washington Office of Insurance Commissioner September 13, 2012. The service agreement provides for the administration of all business, including the receipt of premiums, payment of claims and expenses, and the accounting for such transactions by the Applicant on behalf of PEMCO Life. These services are being provided by the Applicant at a fee of \$35 annualized per policy in force.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

Describe any purchases of any voting securities of the insurer by the applicant, its affiliates or any person listed in Item 3 during the twelve calendar months preceding the filing of this statement. Include in such description the dates of purchase, the names of the purchasers, and the consideration paid or agreed to be paid therefor. State whether any such shares so purchased are hypothecated.

Applicant acquired 100% of the stock of PEMCO Life Insurance Company for valuable consideration described in the Order Approving Acquisition dated September 20, 2012. Exhibit "A". Applicant's proposed merger with its wholly owned subsidiary PEMCO Life Insurance Company involves no financial consideration.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Describe any recommendations to purchase any voting security of the insurer made by the applicant, its affiliates or any person listed in Item 3, or by anyone based upon interviews or at the suggestion of the applicant, its affiliates or any person listed in Item 3 during the twelve calendar months preceding the filing of this statement.

N/A.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

Describe the terms of any agreement, contract or understanding made with any broker-dealer as to solicitation of voting securities of the insurer for tender and the amount of any fees, commissions or other compensation to be paid to broker-dealers with regard thereto.

None.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial statements and exhibits shall be attached to this statement as an appendix, but list under this item the financial statements and exhibits so attached.

(b) The financial statements shall include the annual financial statements of the persons identified in Item 2(c) for the preceding five fiscal years (or for such lesser period as such applicant and its affiliates and any predecessors thereof shall have been in existence), and similar information covering the period from the end of such person's last fiscal year, if such information is available. Such statements may be prepared on either an individual basis, or, unless the commissioner otherwise requires, on a consolidated basis if such consolidated statements are prepared in the usual course of business.

The annual financial statements of the applicant shall be accompanied by the certificate of an independent public accountant to the effect that such statements present fairly the financial position of the applicant and the results of its operations for the year then ended, in conformity with generally accepted accounting principles or with requirements of insurance or other accounting principles prescribed or permitted under law. If the applicant is an insurer which is actively engaged in the business of insurance, the financial statements need not be certified, provided they are based on the annual statement of such person filed with the insurance department of the person's domiciliary state and are in accordance with the requirements of insurance or other accounting principles prescribed or permitted under the law and regulations of such state.

(c) File as exhibits copies of all tender offers for, requests or invitations for, tenders of, exchange offers for, and agreements to acquire or exchange any voting securities of the insurer and (if distributed) of additional soliciting material relating thereto, any proposed employment, consultation, advisory or management contracts concerning the insurer, annual reports to the stockholders of the insurer and the applicant for the last two fiscal years, and any additional documents or papers required by Form A or WAC 284-18-300 or 284-18-320.

EXHIBIT LIST

- Exhibit "A"** - Copy of Stock Purchase Agreement [ON FILE] and Order Approving Acquisition
- Exhibit "B"** - Chart presenting identities of inter-relationships among Applicant and affiliates [ON FILE]
- Exhibit "C"** - Sagicor Financial Corporation financial statements for preceding 5 fiscal years and similar information covering the period from the end of such person's last fiscal year [ON FILE]
- Exhibit "D"** - Sagicor Life Insurance Companies financial statements for preceding 5 fiscal years and similar information covering the period from the end of such person's last fiscal year (2007 reflected in 2008 comparative) [ON FILE]
- Exhibit "E"** - Biographical affidavit of Dodridge D. Miller [ON FILE]
- Exhibit "F"** - Biographical affidavit of Sandra Osborne, QC [ON FILE]
- Exhibit "G"** - Biographical affidavit of Ned Gaffney [ON FILE]
- Exhibit "H"** - Biographical affidavit of LeRoy Pruitt
- Exhibit "I"** - Biographical affidavit of Stephen D. R. McNamara [ON FILE]
- Exhibit "J"** - Biographical affidavit of Beverly Sisson [ON FILE]
- Exhibit "K"** - Biographical affidavit of Todd Campbell [ON FILE]
- Exhibit "L"** - Biographical affidavit of Bart F. Catmull [ON FILE]
- Exhibit "M"** - Merger documents
- Exhibit "N"** - Management and Service Agreement

ITEM 13. SIGNATURE AND CERTIFICATION

Signature and certification required as follows:

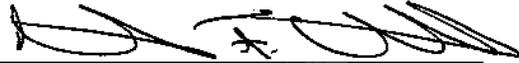
SIGNATURE

Pursuant to the requirements of section 4, chapter 462, Laws of 1993 Bart F. Catmull has caused this application to be duly signed on its behalf in the City of Tampa and State of Florida on the 28 day of Sept, 2012.

(SEAL)

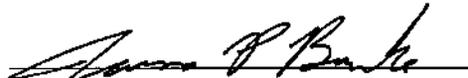
Sagicor Life Insurance Company

BY



Attest:

Bart F. Catmull Chief Operating Officer


(Signature of Officer)

VP
(Title)

CERTIFICATION

The undersigned deposes and says that (s)he has duly executed the attached application dated 9/28, 2012, for and on behalf of Sagicor Life Insurance Company; that (s)he is the Chief Operating Officer of such company and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

(Signature)



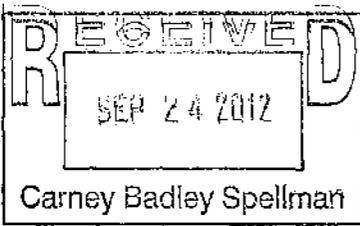
(Type or print name beneath)

Bart F. Catmull

EXHIBIT A



FILED



OFFICE OF
INSURANCE COMMISSIONER

HEARINGS UNIT
Fax: (360) 664-2782

2012 SEP 20 10 11 AM

Patricia D. Petersen
Chief Hearing Officer

Patricia D. Petersen
Chief Hearing Officer
(360) 725-7105

Kelly A. Cairns
Paralegal
(360) 725-7002
KellyC@oic.wa.gov

BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of the Proposed Acquisition of)
Control of:)
)
PEMCO LIFE INSURANCE COMPANY, a)
Washington domestic insurer)
)
by)
)
SAGICOR LIFE INSURANCE COMPANY,)
a Texas corporation.)
_____)

No. 12-0203

**ORDER APPROVING SAGICOR
LIFE INSURANCE COMPANY'S
PROPOSED ACQUISITION OF
PEMCO LIFE INSURANCE
COMPANY**

TO: Bart Catmull, Chief Operating Officer
Sagicor Life Insurance Company
4343 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85251

James Golembiewski, AVP Compliance
& Associate General Counsel
Sagicor Life Insurance Company
4343 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85251

Timothy J. Parker, Esq.
Carney Badley Spellman, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104

Kasandra Moeskau, Esq.
Sneed Vine & Perry, P.C.
900 Congress Avenue, Suite 300
Austin, TX 78701

William Clumpner, General Counsel
PEMCO Life Insurance Company
325 Eastlake Avenue East
Seattle, WA 98111-0778

COPY TO: Mike Kreidler, Insurance Commissioner
Mike Watson, Chief Deputy Insurance Commissioner

Mailing Address: P. O. Box 40255 • Olympia, WA 98504-0255
Street Address: 5000 Capitol Blvd. • Tumwater, WA 98501

James T. Odiorne, Deputy Commissioner, Company Supervision Div.
Ronald J. Pastuch, Holding Company Manager, Company Supervision Div.
Carol Sureau, Deputy Commissioner, Legal Affairs Division
Robin Aronson, Staff Attorney, Legal Affairs Division
Office of the Insurance Commissioner
P.O. Box 40255
Olympia, WA 98504-0255

NATURE OF PROCEEDING

On February 22, 2012, Sagicor Life Insurance Company (“Sagicor Life” or “Applicant”), a Texas domestic life insurance company, entered into a Stock Purchase Agreement with PEMCO Mutual Insurance Company, a Washington domestic property and casualty insurance company, whereby Sagicor Life agrees to acquire PEMCO Life Insurance Company (“PEMCO Life”), a Washington domestic life and disability insurance company, upon terms specified therein and conditioned upon approval of the proposed acquisition by the Washington State Insurance Commissioner (“OIC”). Accordingly, on March 13, 2012, Sagicor Life filed a Form A Statement Regarding the Acquisition of Control of a Domestic Insurer with the OIC, requesting approval of its proposed acquisition. On April 6, the OIC advised Sagicor Life that its filing failed to include a substantial amount of information, required exhibits and attachments. On April 19, Sagicor Life provided supplemental information, exhibits and attachments, and on June 28, the OIC determined that the Form A Statement contained all of the documents and information required to be included therein, and transmitted the Form A Statement to the undersigned with the request that the undersigned conduct an adjudicative proceeding and make the final decision either approving or denying this proposed acquisition. [Subsequently, during prehearing conference in the acquisition matter held July 19, 2012, Sagicor Life indicated it plans to merge with PEMCO Life and wanted an adjudication of this request included in the acquisition hearing. Sagicor Life was advised at that time that this was possible if Sagicor Life could file its required Form A and other documents timely and comply with the other statutory requirements governing approval of mergers in this state. As discussed in the August 17 letter from the undersigned to Sagicor Life and detailed in Notice of Hearing and Amended Notice of Hearing herein, because no Form A and virtually no documents were filed, and the OIC has not determined the filing to be complete, the proposed merger was not considered or determined.]

With regard only to Sagicor Life’s request for approval of its proposed acquisition of PEMCO Life, copies of Sagicor Life’s Form A, and all supplemental documents and information referenced herein, can be found at http://www.insurance.wa.gov/orders/hearings_proceedings6.shtml. These documents include, among others, 1) the parties’ Stock Purchase Agreement dated February 22, 2012 with attached Exhibits A through E; 2) Sagicor’s Form B Insurance Holding Company System Registration Statement; 3) Pre- and Post-Closing Organizational Charts of Sagicor Financial Corporation; 4) Biographical affidavits of the directors and executive officers of Sagicor Life; 5) Financial statements of Sagicor Financial Corporation for calendar years 2006 through 2011; 6) Annual statements and audited financial statements of Sagicor Life for calendar years 2006 through the second quarter of 2012. Included also are 7) the OIC’s April 6, 2012 letter requesting further information from the Applicant; 8) the Applicant’s letter dated April 19, 2012 in response; 9) the undersigned’s August 17, 2012 letter to Sagicor Life requesting further information from the Applicant; 10) Sagicor Life’s

August 22, 2012 letter in response; and 9) all other supplementary materials, and all communications between the Applicant and the OIC, and between the Applicant, PEMCO Life, the OIC and the undersigned, are published at the referenced website and were entered into evidence in this proceeding together as Hearing Ex. 1. The parties propose to consummate this acquisition by September 30, 2012 if possible.

FINDINGS OF FACTS

1. **Sagicor Life Insurance Company** is a Texas life insurance corporation organized and licensed in Texas in 1954. However, in its Form A, 1) the Applicant fails to state whether it is also authorized to provide insurance other than life insurance; 2) the Applicant fails to provide its Texas Certificate of Authority number; and 3) although the Applicant states that it is a Texas domestic insurer, it states its official address as being in Scottsdale, Arizona and states that its actual headquarters have for thirty years been in Scottsdale, Arizona. Sagicor Life has obtained permission from its domicile state of Texas to move its records and principal office into the states of Arizona and Florida. [Ex. 2, February 14, 2012 No Further Action Letter from Texas regarding Sagicor Life's Notice of Intent of Eligible Insurer to Move its Books, Records, Accounts, and/or Principal Office(s) Outside the State of Texas.] The ultimate controlling person of Sagicor Life is Sagicor Financial Corporation, a Barbados publicly traded insurance holding corporation, organized under the laws of Barbados, which has its primary listing on the Barbados Stock Exchange and secondary listings in Trinidad and on the London Stock Exchange. Sagicor Financial Corporation's principal place of business is in St. Michael, Barbados.

2. **PEMCO Life Insurance Company** is a Washington-domiciled stock life and disability insurance corporation which was first organized and licensed as a life and disability insurer in Washington in 1963 (Certificate of Authority No. 923). PEMCO Life is wholly owned by PEMCO Mutual Insurance Company, which is a Washington-domiciled mutual property and casualty insurance corporation. PEMCO Life's registered address and headquarters are in Seattle, Washington.

3. **Proposed Acquisition and Consideration to be Paid.** Sagicor Life proposes to acquire PEMCO Life by purchasing all outstanding capital stock of PEMCO Life from PEMCO Mutual Insurance Company. The capital stock consists of 12,500 shares of common stock, all issued and outstanding to PEMCO Mutual Insurance Company. There are also 100,000 shares of Class A common non-voting shares with none issued and outstanding. Should this proposed acquisition be approved, as set forth in the Stock Purchase Agreement dated February 22, 2012, Sagicor Life has agreed to pay a purchase price stated in the amount of \$1,700,000 plus an amount equal to the capital and surplus of PEMCO Life as determined by the formula specified in the Stock Purchase Agreement found in the link above. [Ex. 1, Form A.] Sagicor Life proposes to pay the purchase price from cash on hand. [Hearing Ex. 1, Sagicor Life's August 22, 2012 letter to the undersigned.]

4. **Result of Proposed Acquisition.** Should this proposed acquisition be approved, the result would be that, upon closing, Sagicor Life would own all of the issued and outstanding stock of PEMCO Life, and PEMCO Mutual Insurance Company would no longer have any ownership of PEMCO Life. [Live and Written Testimony of Bart Catmull, Chief Operating Officer and Chief Financial Officer of Sagicor Life; Live and Written Testimony of Steven Ricco, Vice President, Treasurer and Chief Financial Officer of PEMCO Life; Live and Written Testimony of Ronald J. Pastuch, OIC Holding

Company Manager.] If this acquisition is approved, as of the date the acquisition is consummated, Sagicor Life, as the surviving corporation, acknowledges and reflects its commitment to assume all liability for all of PEMCO Life's outstanding life, health and accident insurance policies, annuity policies, and other contracts and obligations which are in force on the effective date of the acquisition. [Testimony of Catmull; Testimony of Ricco; Testimony of Pastuch.] All rights and privileges currently held by PEMCO Life's policyholders shall remain unchanged as a result of this acquisition. [Testimony of Catmull; Testimony of Ricco; Testimony of Pastuch.]

5. On March 13, 2012, Sagicor Life filed a Form A Statement Regarding the Acquisition of Control of a Domestic Insurer with the OIC, requesting approval of its proposed acquisition, and in so doing filed its Form A at least 60 days prior to its proposed date of acquisition.

6. It cannot be found that after the change of control, PEMCO Life would not be able to satisfy the requirements for the issuance of a license to write the line or lines of insurance for which it is presently licensed. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

7. It cannot be found that the effect of the acquisition or merger may substantially lessen competition or tend to create a monopoly in insurance in this state. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco.]

8. It cannot be found that the financial condition of Sagicor Life is such as might jeopardize the financial stability of the insurer, or prejudice the interest of its policyholders. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

9. It cannot be found that the plans or proposals that the acquiring party has to liquidate the insurer, sell its assets, consolidate or merge it with any person, or to make any other material change in its business or corporate structure or management, are unfair and unreasonable to the policyholders of the insurer and not in the public interest. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

10. It cannot be found that the competence, experience, and integrity of those persons who would control the operation of the insurer are such that it would not be in the interest of policyholders of the insurer and of the public to permit the merger or other acquisition of control. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

11. It cannot be found that the acquisition is likely to be hazardous or prejudicial to the insurance-buying public. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

12. On August 13, 2012, the undersigned entered her Notice of Hearing summarizing this proposed transaction and informing the parties and the public that the hearing herein would take place on September 13, 2012 at the hour of 10:00 a.m. and advising that any interested party could participate in the hearing. [Hearing Ex. 1, Notice of Hearing.] On August 16, 2012, the OIC published this Notice of Hearing on the Insurance Commissioner's website. Said Notice remained published on the OIC's

website (and on September 4, 2012 the undersigned's Amended Notice of Hearing was posted on the OIC's website, advising the parties and the public that the hearing would no longer consider Sagicor Life's application for approval of its proposed merger and the reasons therefore). The Notice of Hearing remained posted on the OIC's website until the time of the hearing. [Live and Written Testimony of Pastuch, Ex. A.] In addition, the undersigned's Notice of Hearing was published in the September 5 edition of the Washington State Register. By these means, reasonable notice was given to the public.

13. Neither the OIC, Sagicor Life, PEMCO Life nor the undersigned has received any objections to the proposed acquisition. [Live and Written Testimony of Catmull; Live and Written Testimony of Ricco; Live and Written Testimony of Pastuch.]

14. Bart F. Catmull, Chief Operating Officer and Chief Financial Officer of Sagicor Life Insurance Company, testified on behalf of the Applicant. Mr. Catmull presented his testimony in a clear, detailed and credible manner and exhibited no apparent biases.

15. Steven A. Ricco, Vice President, Treasurer and Chief Financial Officer of PEMCO Life Insurance Company, testified on behalf of PEMCO Life. Mr. Ricco presented his testimony in a clear, detailed and credible manner and exhibited no apparent biases.

16. Ronald J. Pastuch, Holding Company Manager in the Company Supervision Division of the Office of the Insurance Commissioner, testified on behalf of the OIC. Mr. Pastuch presented his testimony in a clear, detailed and credible manner and exhibited no apparent biases.

17. Based upon the above Findings of Facts, it is here found that there exists no basis for denial of the Applicant's request for approval of its proposed acquisition of control of PEMCO Life Insurance Company and that therefore it is reasonable that this proposed acquisition should be approved.

CONCLUSIONS OF LAW

1. The hearing herein was duly and properly convened and all substantive and procedural requirements under the laws of the state of Washington have been satisfied. Pursuant to Title 48 RCW and specifically RCW 48.31B, the Washington State Insurance Commissioner has jurisdiction over the plan of acquisition of PEMCO Life Insurance Company. Further, the undersigned has been properly delegated the authority to conduct the adjudicative proceeding in this matter, to review and consider all documents and evidence presented and to make the final determination herein without consultation with the Insurance Commissioner, any member of his staff or any other individual who has knowledge of the facts of this matter.

2. Pursuant to RCW 48.31B.015, Sagicor Life filed its Form A application requesting approval of its proposed acquisition of PEMCO Life at least sixty days before its proposed consummation of the acquisition. As contemplated therein, the OIC staff properly determined that Sagicor Life's Form A filing was complete and transferred the file to the undersigned with the request that an adjudicative proceeding be held to hear evidence and make the final decision in this matter.

3. In addition to compliance with the various requirements set forth in RCW 48.31B.015, pursuant to RCW 48.31B.015(4), the OIC shall approve an acquisition of a domestic insurer unless, after a public hearing thereon, it is found: 1) that after the change of control, the domestic carrier would not be able to satisfy the requirements for the issuance of a license to write the line or lines of insurance for which it is presently licensed; 2) the effect of the acquisition or merger may substantially lessen competition or tend to create a monopoly in insurance in this state; 3) the financial condition of an acquiring party is such as might jeopardize the financial stability of the insurer, or prejudice the interest of its policyholders; 4) the plans or proposals that the acquiring party has to liquidate the insurer, sell its assets, consolidate or merge it with any person, or to make any other material change in its business or corporate structure or management, are unfair and unreasonable to the policyholders of the insurer and not in the public interest; 5) the competence, experience, and integrity of those persons who would control the operation of the insurer are such that it would not be in the interest of policyholders of the insurer and of the public to permit the merger or other acquisition of control; 6) or the acquisition is likely to be hazardous or prejudicial to the insurance-buying public.

4. Based on Finding of Fact No. 6 above, after the acquisition of PEMCO Life by Sagicor Life, PEMCO Life will be able to continue to satisfy the requirements for the issuance of a license to write the line or lines of insurance for which it is presently licensed.

5. Based on Finding of Fact No. 7 above, the effect of the acquisition will not substantially lessen competition or tend to create a monopoly in insurance in this state.

6. Based on Finding of Fact No. 8 above, the financial condition of Sagicor Life is not such as might jeopardize the financial stability of the insurer, or prejudice the interest of its policyholders.

7. Based on Finding of Fact No. 9 above, the plans or proposals that the acquiring party has to liquidate the insurer, sell its assets, consolidate or merge it with any person, or to make any other material change in its business or corporate structure or management, are not unfair or unreasonable to the policyholders of the insurer nor are they not in the public interest.

8. Based on Finding of Fact No. 10 above, the competence, experience, and integrity of those persons who would control the operation of the insurer are such that it would not be against the interest of policyholders of the insurer and of the public to permit the acquisition of control.

9. Based on Finding of Fact No. 11 above, the acquisition is not likely to be hazardous or prejudicial to the insurance-buying public.

10. Based on Findings of Fact Nos. 12 and 13 above, reasonable notice of this proposed acquisition was given to the public, and no reasonable objections exist.

11. The provisions of the Insurance Code of the State of Washington, Chapter 48.31B RCW, and specifically RCW 48.31B.015 governing the approval of acquisitions, have been met, and it is therefore hereby concluded that Sagicor Life's application for approval of its proposed acquisition of PEMCO Life should be approved. Should it wish to merge PEMCO Life with Sagicor Life in the future, Sagicor Life is expected to file a proper Form A Application for Approval of Merger and to comply with all

Washington statutes governing that adjudicative process.

ORDER

Based upon the above Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED that Sagicor Life’s request for approval of its proposed acquisition of PEMCO Life, under the terms of its Stock Purchase Agreement dated February 22, 2012, other documents pertinent to this transaction which were filed herein, and specific testimony presented at hearing, is approved.

IT IS FURTHER ORDERED that at the close of the adjudicative proceeding held September 13, 2012 after presentation of all evidence, the undersigned orally granted approval of this proposed merger pending receipt of the Texas document she inquired about during hearing which allows Sagicor Life to move its books, records, accounts and principal place of business from Texas to the states of Arizona and Florida. This document was received on September 14, 2012 [Ex. 2 as identified in Finding of Fact No. 1 above]. Therefore, this written Order confirms that oral Order entered by the undersigned on September 13, 2012. Approval of this proposed acquisition is therefore granted effective September 14, 2012.

ENTERED at Tumwater, Washington, this 20th day of September, 2012, pursuant to Title 48 RCW and specifically RCW 48.31B.015, Title 34 RCW, and regulations applicable thereto.



PATRICIA D. PETERSEN
Chief Presiding Officer

Declaration of Mailing

I declare under penalty of perjury under the laws of the State of Washington that on the date listed below, I mailed or caused delivery through normal office mailing custom, a true copy of this document to the following people at their addresses listed above: Bart F. Catmull, Timothy J. Parker, Esq., James Golembiewski, Esq., Kasandra Moeskau, Esq., William Clumpner, Esq., Mike Kreidler, Michael G. Watson, Carol Sureau, Esq., Robin Aronson, Esq., James T. Odiome and Ronald J. Pastuch.

DATED this 20th day of September, 2012.


KELLY A. CAIRNS

EXHIBIT H

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEIN: 91-6032372

BIOGRAPHICAL AFFIDAVIT

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

(Print or Type)

Full Name, Address and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names).

**PEMCO Life Insurance Company
701 Fifth Avenue
Suite 3600
Seattle, WA 98104**

In connection with the above-named entity, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NO" OR "NONE," SO STATE.

1. Affiant's Full Name (Initials Not Acceptable). LeRoy Pruitt
2. a. Are you a citizen of the United States? Yes
b. Are you a citizen of any other country, if so, what country? No
3. Affiant's Occupation or Profession. Actuary
4. Affiant's business address. 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251
Business telephone. (480) 425-5100 x5618
5. Education and Training:

<u>College/ University</u>	<u>City/ State</u>	<u>Dates Attended (MM/YY)</u>	<u>Degree Obtained</u>
<u>Florida A & M University</u>	<u>Tallahassee, FL</u>	<u>06/67 - 08/72</u>	<u>B.S., Mathematics</u>
<u>Graduate Studies:</u>	<u>College/ University</u>	<u>City/ State</u>	<u>Dates Attended (MM/YY)</u>
<u>Actuarial Science</u>	<u>University of Nebraska</u>	<u>Lincoln, NE</u>	<u>09/72 - 06/75</u>
<u>Other Training: Name</u>	<u>City/ State</u>	<u>Dates Attended (MM/YY)</u>	<u>Degree/Certification Obtained</u>

(Note: If affiant attended a foreign school, please provide full address and telephone number of the college/university. If applicable, provide the foreign student Identification Number in the space provided in the Biographical Affidavit Supplemental Information.)

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEIN: 91-6032372

6. List of memberships in professional societies and associations.

<u>Name of Society/Association</u>	<u>Contact Name</u>	<u>Address of Society/Association</u>	<u>Telephone Number of Society/Association</u>
Society of Actuaries	Ms. Dorothy Pedroza	475 N. Martingale Road Ste 600 Schaumburg, IL 60173	(847) 706-3500
American Academy of Actuaries	Ms. Mary McCracken	1850 M. Street NW Suite 300 Washington, DC 20036	(202) 223-8196

7. Present or proposed position with the applicant entity. Valuation & Pricing Actuary

8. List complete employment record for the past twenty (20) years, whether compensated or otherwise (up to and including present jobs, positions, partnerships, owner of an entity, administrator, manager, operator, directorates or officerships). Please list the most recent first. Attach additional pages if the space provided is insufficient. It is only necessary to provide telephone numbers and supervisory information for the past ten (10) years.

Beginning/Ending

Dates (MM/YY) 07/12 - Present Employer's Name Sagicor Life Insurance Company
Address 4343 N. Scottsdale Road, Suite 300 City Scottsdale State/Province Arizona Country USA Postal Code 85251
Phone (480) 425-5100 Offices/Positions Held Valuation & Pricing Actuary Supervisor / Contact Bart Catmull

Beginning/Ending

Dates (MM/YY) 09/06 - present Employer's Name Sagicor Life Insurance Company
Address 4343 N. Scottsdale Road, Ste. 300 City Scottsdale State/Province Arizona Country USA Postal Code 85251
Phone (480) 425-5100 Offices/Positions Held Pricing Actuary Supervisor / Contact Bart Catmull

Beginning/Ending

Dates (MM/YY) 02/05- 08/06 Employer's Name Florida Office of Insurance Regulation
Address 200 Gaines Street City Tallahassee State/Province Florida Country USA Postal Code 32399
Phone (850) 413-5144 Offices/Positions Held Actuary Supervisor / Contact Daniel J. Keating

Beginning/Ending

Dates (MM/YY) 8/03- 12/03 Employer's Name Capital Blue Cross
Address 2500 Elmerton Avenue City Harrisbrugg State/Province Pennsylvania Country USA Postal Code 17177
Phone (717) 541-7000 Offices/Positions Held Actuary Supervisor / Contact Nabila Taha

Beginning/Ending

Dates (MM/YY) 07/99- 03/03 Employer's Name Atlanta Life Insurance Company
Address 100 Auburn Avenue, N.E. City Atlanta State/Province Georgia Country USA Postal Code 30303
Phone (404) 659-2100 Offices/Positions Held Assistant Vice President Supervisor / Contact Gcoffrey Nnada

Beginning/Ending

Dates (MM/YY) 06/86 - 07/99 Employer's Name USAA Life Insurance Company
Address 9800 Fredericksburg Road City San Antonio State/Province Texas Country USA Postal Code 78288
Phone (201) 498-2211 Offices/Positions Held Associate Actuary Supervisor / Contact Steve Patzman

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEIN: 91-6032372

9. a. Have you ever been in a position which required a fidelity bond? NO. If any claims were made on the bond, give details. _____
- b. Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? If yes, give details. NO

10. List any professional, occupational and vocational licenses (including licenses to sell securities) issued by any public or governmental licensing agency or regulatory authority or licensing authority that you presently hold or have held in the past. For any non-insurance regulatory issuer, identify and provide the name, address and telephone number of the licensing authority or regulatory body having jurisdiction over the license (s) issued. If your professional license number is your Social Security Number (SSN) or embeds your SSN or any sequence of more than five numbers that are reasonably identifiable as your SSN, then write SSN for that portion of the professional license number that is represented by your SSN. (For example, "SSN", "12-SSN-345" or "1234-SSN" (last 6 digits)). Attach additional pages if the space provided is insufficient

None

Organization/Issuer of License _____ Address _____

City _____ State/Province _____ Country _____ Postal Code _____

License Type _____ License # _____ Date Issued (MM/YY) _____

Date Expired (MM/YY) _____ Reason for Termination _____

Non-insurance Regulatory Phone Number (if known) _____

Organization /Issuer of License _____ Address _____

City _____ State/Province _____ Country _____ Postal Code _____

License Type _____ License # _____ Date Issued (MM/YY) _____

Date Expired (MM/YY) _____ Reason for Termination _____

Non-insurance Regulatory Phone Number (if known) _____

11. In responding to the following, if the record has been sealed or expunged, and the affiant has personally verified that the record was sealed or expunged, an affiant may respond "no" to the question. Have you ever:
- a. Been refused an occupational, professional, or vocational license or permit by any regulatory authority, or any public administrative, or governmental licensing agency? NO
- b. Had any occupational, professional, or vocational license or permit you hold or have held, been subject to any judicial, administrative, regulatory, or disciplinary action? NO
- c. Been placed on probation or had a fine levied against you or your occupational, professional, or vocational license or permit in any judicial, administrative, regulatory, or disciplinary action? NO
- d. Been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses? NO
- e. Pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses? NO

- f. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses? NO
- g. Been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory, or disciplinary action, from violating any federal, state law or law of another country regulating the business of insurance, securities or banking, or from carrying out any particular practice or practices in the course of the business of insurance, securities or banking? NO
- h. Been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute? NO
- i. Had a finding made by the Comptroller of any state or the Federal Government that you have violated any provisions of small loan laws, banking or trust company laws, or credit union laws, or that you have violated any rule or regulation lawfully made by the Comptroller of any state or the Federal Government? NO
- j. Had a lien or foreclosure action filed against you or any entity while you were associated with that entity?
Yes

If the response to any question above is answered "Yes", please provide details including dates, locations, disposition, etc. Attach a copy of the complaint and filed adjudication or settlement as appropriate.

House at 4605 Regency Trace, Atlanta, GE in July 2004

- 12. List any entity subject to regulation by an insurance regulatory authority that you control directly or indirectly. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or non-management services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing, ten percent (10%) or more of the voting securities of any other person. None

If any of the stock is pledged or hypothecated in any way, give details.

- 13. Do [Will] you or members of your immediate family individually or cumulatively subscribe to or own, beneficially or of record, 10% or more of the outstanding shares of stock of any entity subject to regulation by an insurance regulatory authority, or its affiliates? An "affiliate" of, or person "affiliated" with, a specific person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. If the answer is "Yes", please identify the company or companies in which the cumulative stock holdings represent 10% or more of the outstanding voting securities.

No

If any of the shares of stock are pledged or hypothecated in any way, give details.

14. Have you ever been adjudged a bankrupt? NO If yes, provide details _____

15. To your knowledge has any company or entity for which you were an officer or director, trustee, investment committee member, key management employee or controlling stockholder, had any of the following events occur while you served in such capacity? If yes, please indicate and give details. When responding to questions (b) and (c) affiant should also include any events within twelve (12) months after his or her departure from the entity.

a. Been refused a permit, license, or certificate of authority by any regulatory authority, or Governmental-licensing agency? NO

b. Had its permit, license, or certificate of authority suspended, revoked, canceled, non-renewed, or subjected to any judicial, administrative, regulatory, or disciplinary action (including rehabilitation, liquidation, receivership, conservatorship, federal bankruptcy proceeding, state insolvency, supervision or any other similar proceeding)? NO

c. Been placed on probation or had a fine levied against it or against its permit, license, or certificate of authority in any civil, criminal, administrative, regulatory, or disciplinary action? NO

Note: If an affiant has any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

Dated and signed this 18th day of September 2012, at Scottsdale, AZ, I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Handwritten Signature]
(Signature of Affiant)

State of: Arizona County of: Maricopa

The foregoing instrument was acknowledged before me this 18th day of September, 2012 By LeRoy Pruitt, and:

X who is personally known to me, or
_____ who produced the following identification: _____

[SEAL]



[Handwritten Signature]
Notary Public
Lisa Anne Keller
Printed Notary Name
June 25, 2013
My Commission Expires

BIOGRAPHICAL AFFIDAVIT
Supplemental Personal Information

(Print or Type)

To the extent permitted by law, this affidavit will be kept confidential by the state insurance regulatory authority.

Full Name, Address, and telephone number of the present or proposed entity under which this biographical statement is being required (Do Not Use Group Names).

PEMCO Life Insurance Company
701 Fifth Avenue
Suite 3600
Seattle, WA 98104

1. Affiant's Full Name (Initials Not Acceptable). LeRoy Pruitt
2. Have you ever used any other name including nickname, maiden name or aliases? No If yes, give the reason if any, if none indicate such, and provide the full name(s) and date(s) used.

<u>Beginning/Ending</u> <u>Date(s) Used (MM/YY)</u>	<u>Name(s)</u>	<u>Reason (If None, indicate such)</u>
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____
_____ - _____	_____	_____

Note: Dates provided in response to this question may be approximate. Parties using this form understand that there could be an overlap of dates when transitioning from one name to another.

3. Affiant's Social Security Number ██████████
4. Government Identification Number if not a U.S. Citizen _____
5. Foreign Student ID# (if applicable) _____
6. Date of Birth: (MM/DD/YY) ██████████ Place of Birth: City Bessmer
State/Province Alabama Country USA
7. Name of Affiant's Spouse (if applicable) Thelma G. Pruitt

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEBN: 91-6032372

8. List your residences for the last ten (10) years starting with your current address, giving:

Beginning/Ending

Dates (MM/YY)	Address	City	State/ Province	Country	Postal Code
05/09 – present	[REDACTED]	Scottsdale	AZ	USA	85255
11/07 – 05/09	[REDACTED]	Scottsdale	AZ	USA	85260
11/06 – 11/07	[REDACTED]	Phoenix	AZ	USA	85085
08/05 – 08/06	[REDACTED]	Douglasville	GA	USA	30135
07/04 – 08/06	[REDACTED]	Atlanta	GA	USA	30331
12/99 – 07/04	[REDACTED]	Atlanta	GA	USA	30331

Note: Dates provided in response to this question may be approximate, except for current address. Parties using this form understand that there could be an overlap of dates when transitioning from one address to another.

Dated and signed this 18th day of September, 2012 at Scottsdale, AZ I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

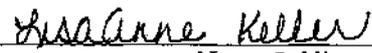
State of: Arizona County of: Maricopa

The foregoing instrument was acknowledged before me this 18th day of September, 2012 By LeRoy Pruitt, and:

X who is personally known to me, or
_____ who produced the following identification: _____

[SEAL]




Notary Public
Lisa Anne Keller
Printed Notary Name
June 25, 2013
My Commission Expires

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEIN: 91-6032372

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (*All states except California, Minnesota and Oklahoma*)

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **PEMCO Life Insurance Company** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both)("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact Catherine Hauck, VP Human Resources, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251 480-425-5100.

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

AUTHORIZATION: I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

LeRoy Pruitt Scottsdale, AZ 85255

(Printed Full Name and Residence Address)


(Signature)

September 18, 2012

(Date)

State of: Arizona County of: Maricopa

The foregoing instrument was acknowledged before me this 18th day of September 2012. By LeRoy Pruitt, and

X who is personally known to me, or
____ who produced the following identification: _____

[SEAL]



LisaAnne Keller

Notary Public

LisaAnne Keller

Printed Notary Name

June 25, 2013

My Commission Expires

Applicant Name (Company) PEMCO Life Insurance Company

NAIC No. 71803

FEIN: 91-6032372

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (*Minnesota and Oklahoma*)

This Disclosure and Authorization is provided to you in connection with pending or future application(s) of **PEMCO Life Insurance Company** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both)("Background Reports") regarding your background for review by a department of insurance in any state where Company pursues an Application during the term of your functioning as, or seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information, to Catherine Hauck, VP Human Resources, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251 480-425-5100.

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act." You will be provided with a copy of any Background Report procured by Company if you check the box below.

By checking this box, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

AUTHORIZATION: I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

LeRoy Pruitt [REDACTED], Scottsdale, AZ 85255

(Printed Full Name and Residence Address)

[Signature]
(Signature)

September 18, 2012
(Date)

State of: Arizona County of: Maricopa

The foregoing instrument was acknowledged before me this 18th day of September, 2012 By LeRoy Pruitt, and

who is personally known to me, or
 who produced the following identification: _____

[SEAL]



Lisa Anne Keller
Notary Public
Lisa Anne Keller
Printed Notary Name
June 25, 2013
My Commission Expires

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (California)

This Disclosure and Authorization is provided to you in connection with a pending application of **PEMCO Life Insurance Company** ("Company") for licensure or a permit to organize ("Application") with a department of insurance in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both)("Background Reports") regarding your background for review by any department of insurance in such states where Company is currently pursuing an Application, because you are either functioning as, or are seeking to function as, an officer, member of the board of directors or other management representative ("Affiant") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Application. Background Reports will be obtained through Catherine Hauck, VP Human Resources, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251 480-425-5100 ("CRA"). Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the Application and your background as it pertains thereto. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information, to Catherine Hauck, VP Human Resources, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251 480-425-5100.

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act." You will be provided with a copy of any Background Report procured by Company if you check the box below.

By checking this box, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by the CRA listed above. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the CRA in person or by mail; you may also receive a summary of the file by telephone. The CRA is required to have personnel available to explain your file to you and the CRA must explain to you any coded information appearing in your file. If you appear in person, you may be accompanied by one other person of your choosing, provided that person furnishes proper identification.

AUTHORIZATION: I am currently an Affiant of Company as defined above. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to a department of insurance in any state where Company files or intends to file an Application, and to the Company, for purposes of investigating and reviewing such Application and my status as an Affiant. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. In no event, however, will this authorization remain in effect beyond twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

LeRoy Pruitt Scottsdale, AZ 85255

(Printed Full Name and Residence Address)

LeRoy Pruitt
(Signature)

September 18, 2012

(Date)

State of: Arizona County of: Maricopa

The foregoing instrument was acknowledged before me this 18th day of September, 2012 By LeRoy Pruitt, and

who is personally known to me, or
 who produced the following identification: _____

[SEAL]



Lisa Anne Keller
Notary Public

LisaAnne Keller
Printed Notary Name

June 25, 2013
My Commission Expires

EXHIBIT M

ARTICLES OF MERGER

ARTICLES OF MERGER

Pursuant to the provisions of Chapter 10 of the Texas Business Organizations Code, Chapter 824 of the Texas Insurance Code and Chapter 48 of the Washington Insurance Code, the undersigned corporations adopt the following Articles of Merger for the purpose of merging PEMCO Life Insurance Company into Sagicor Life Insurance Company.

1. The names of the corporations to be merged under these Articles and the state under the laws of which they are respectively organized are as follows:

<u>Name</u>	<u>Jurisdiction</u>
PEMCO Life Insurance Company	Washington
Sagicor Life Insurance Company	Texas

2. As to each of the undersigned corporations, the number of shares outstanding and the number of shares voting in favor of the Plan of Merger is set forth below. PEMCO Life Insurance Company has only one class of stock, that being Common Stock and the holders thereof are entitled to one vote for each share held of record on all matters voted on by stockholders. Sagicor Life Insurance Company has only one class of stock, that being Common Stock and the holders thereof are entitled to one vote for each share held of record on all matters voted on by stockholders.

<u>NAME OF CORPORATION</u>	<u>TOTAL NUMBER OF SHARES OUTSTANDING</u>	<u>TOTAL VOTED FOR</u>	<u>TOTAL VOTED AGAINST</u>
PEMCO Life Insurance Company	12,500	12,500	0
Sagicor Life Insurance Company	2,000,000	2,000,000	0

4. A copy of the resolution adopted by the Board of Directors of each corporation approving the merger of PEMCO Life Insurance Company and Sagicor Life Insurance Company is attached to and incorporated by reference into these Articles as Exhibit "A". The resolution was approved by unanimous written consent of the Board of Directors of PEMCO Life Insurance Company effective Sept. 28, 2012. The resolution was approved by unanimous written consent of the Board of Directors of Sagicor Life Insurance Company effective Sept. 28, 2012.

5. The Plan of Merger that has been approved by the shareholders of each corporation in the manner prescribed by the laws under which it was incorporated and by its constituent documents is set forth in the attached Exhibit "B", and incorporated herein by this reference.

Executed to be effective Sept. 28, 2012.

PEMCO LIFE INSURANCE COMPANY

By: D. Miller
Dodridge Miller, President

By: Sandra
Sandra Osborne, Secretary

SAGICOR LIFE INSURANCE COMPANY

By: D. Miller
Dodridge Miller, President

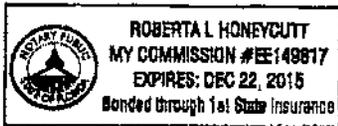
By: Sandra
Sandra Osborne, Secretary

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Dodridge Miller, President of **PEMCO Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

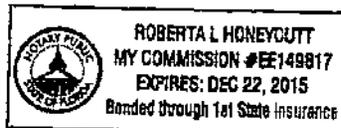
My Commission Expires: 12/22/2015

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Sandra Osborne, Secretary of **PEMCO Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

My Commission Expires: 12/22/2015

THE STATE OF Florida

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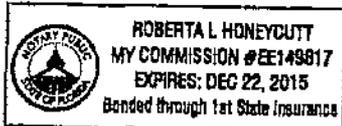
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Dodridge Miller, President of **Sagicor Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

My Commission Expires: 12/22/2015

THE STATE OF Florida

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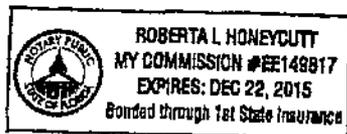
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Sandra Osborne, Secretary of **Sagicor Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

My Commission Expires: 12/22/2015

PLAN OF MERGER

PLAN OF MERGER

This plan of merger (the "Plan") is dated as of Sept. 28, 2012 and is by and between Sagicor Life Insurance Company, a Texas stock life insurer ("Sagicor Life") and PEMCO Life Insurance Company, a Washington stock life insurer ("PEMCO").

WITNESSETH:

WHEREAS, PEMCO is a corporation duly organized and validly existing as a stock life insurance company under the laws of the State of Washington with an authorized Capital Stock consisting of 112,500 shares of Common Stock, \$10.00 par value, of which 12,500 shares are validly issued and outstanding, fully paid and nonassessable; and

WHEREAS, the respective Boards of Directors of PEMCO and Sagicor Life have determined that it is desirable to effect a plan of reorganization meeting the requirements of Section 368(a)(1)A of the Internal Revenue Code of 1986, as amended, whereby on the Effective Date (as hereinafter defined), in accordance with the statutes of Texas and Washington and in accordance with this Plan, PEMCO will be merged into Sagicor Life with Sagicor Life (herein sometimes referred to as the "Surviving Corporation" whenever reference is made to it as of the Effective Date or thereafter) becoming the surviving corporation; and

WHEREAS, the Boards of Directors of both PEMCO and Sagicor Life have approved this Plan and have authorized the execution hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and in order to prescribe the terms and conditions of the merger and reorganization provided for herein, the mode of carrying the same into effect and such other details and provisions as are deemed necessary or proper, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

Section 1.1. Subject to the adoption and approval of this Plan by the shareholders of PEMCO and Sagicor Life as set forth in Section 1.2 hereof and to the other conditions hereinafter set forth, PEMCO shall be, upon the Effective Date (as defined in Section 1.3 hereof), merged (the "Merger") into Sagicor Life, which shall be the surviving corporation governed by and subject to the laws of the State of Texas.

Section 1.2. This Plan shall be submitted for adoption and approval by the shareholders or members of PEMCO and Sagicor Life in accordance with applicable law.

This Plan shall not be deemed to have been approved and adopted unless and until approved and adopted:

(a) By the affirmative vote of the holders of at least two-thirds (2/3) of the aggregate number of outstanding shares of Capital Stock of PEMCO; and

(b) By the affirmative vote of the holders of at least two-thirds (2/3) of the aggregate number of outstanding shares of Capital Stock of Sagicor Life.

Section 1.3. Immediately after the Plan has been approved by the shareholders of PEMCO and Sagicor Life as provided in Section 1.2 hereof, the Plan shall be filed with the Commissioners of Insurance of the States of Texas and Washington as required by law. Upon the approval of the Plan by such Commissioners as provided by law, the Merger shall become effective at 11:59 p.m. on December 31, 2012. The time when the Merger becomes effective, as described in this Section 1.3, is referred to in this Plan as the "Effective Date."

ARTICLE II

NAME AND CONTINUED CORPORATE EXISTENCE OF SURVIVING CORPORATION

The corporate name of Sagicor Life, the corporation whose corporate existence is to survive this Merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of PEMCO shall be wholly merged into the Surviving Corporation. Accordingly, on the Effective Date, the separate existence of PEMCO shall cease.

ARTICLE III

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

As of the Effective Date, the Articles of Incorporation of Sagicor Life shall be consistent with the Articles of Incorporation filed in its jurisdiction of domicile.

ARTICLE IV

BYLAWS OF SURVIVING CORPORATION

On and after the Effective Date, the Bylaws of Sagicor Life, as in effect on the Effective

Date, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions of law, the Bylaws and the Articles of Incorporation of the Surviving Corporation.

ARTICLE V

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

Section 5.1. On the Effective Date, the Directors of Sagicor Life then in office shall be the Directors of the Surviving Corporation and shall hold office until the next annual meeting of the members and until their successors are elected and qualified.

Section 5.2. On the Effective Date, the persons listed below shall be and constitute the executive officers of the Surviving Corporation and shall hold office until their successors are elected and qualified:

<u>Name</u>	<u>Office</u>
Dodridge D Miller	President
Sandra Osborne	Corporate Secretary
Bart F Catmull	Treasurer, Chief Financial Officer and Chief Operating Officer
Michael P Stricker	Senior Vice President
Bernard (Ned) Gaffney	Senior Vice President

Section 5.3. If, on or after the Effective Date, a vacancy shall for any reason exist in the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy shall be filled in the manner provided in the Bylaws of the Surviving Corporation.

ARTICLE VI

CAPITAL STOCK OF SURVIVING CORPORATION

Section 6.1. The authorized number of shares of Capital Stock of the Surviving Corporation and the par value thereof shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

Section 6.2. The total number of issued and outstanding shares of Capital Stock of the Surviving Corporation shall remain unchanged.

ARTICLE VII

CONVERSION OF SECURITIES ON MERGER

Section 7.1. The manner and basis of converting the issued and outstanding shares of the Capital Stock of PEMCO into shares of the Capital Stock of the Surviving Corporation shall be as hereinafter set forth in this Article VII.

Section 7.2. Inasmuch as all the issued and outstanding shares of PEMCO prior to the merger are owned by Sagicor Life, upon the Effective Date of the merger such PEMCO shares will be canceled and no additional new Sagicor Life shares will be issued.

ARTICLE VIII

ASSETS AND LIABILITIES

Section 8.1. On the Effective Date, all rights, privileges, powers, immunities and franchises of PEMCO, both of a public and private nature, and all property, real, personal and mixed, and all debts due on whatever account, and all other choses or things in action, and all and every other interest of or belonging to or due to such corporation, shall be taken by and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every other interest of such corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of PEMCO, and the title to any real or other property, or any interest therein, whether vested by deed or otherwise, in PEMCO shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any properties of PEMCO shall be preserved unimpaired, and all debts, liabilities, restrictions, obligations and duties of PEMCO, including, but not limited to, all obligations, liabilities and duties as lessee under any existing lease, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, restrictions, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against PEMCO may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in place of PEMCO in actions against it.

Section 8.2. The Surviving Corporation shall assume all of the outstanding life, health and accident insurance policies and annuity policies, if any, heretofore issued, assumed, co-insured or reinsured by PEMCO and in force on the Effective Date of this Plan, so as to carry out in manner and form all of the obligations of PEMCO as contained in said policies and contracts according to the true intent and tenure thereof, subject, however, to the rights of defense as have been or might or could be possessed by PEMCO.

Section 8.3. PEMCO hereby agrees that from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, PEMCO will execute and deliver or cause to

be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interest referred to in this Article VIII and otherwise to carry out the intent and purpose of this Plan.

Section 8.4. The assets and liabilities of PEMCO shall be taken up on the books of the Surviving Corporation in the amounts at which they shall be carried on the books of PEMCO on the Effective Date, and the capital surplus, paid-in surplus and retained earnings accounts of the Surviving Corporation shall be determined, in conformity with accounting practices prescribed or permitted by the Insurance Department of the State of Texas and by the Board of Directors of the Surviving Corporation. Nothing herein shall prevent the Board of Directors of the Surviving Corporation from making any future changes in its accounts in accordance with law.

ARTICLE IX

TERMINATION AND ABANDONMENT

Section 9.1. Anything contained in this Plan to the contrary notwithstanding, this Plan may be terminated and the Merger abandoned at any time (whether before or after the approval and adoption thereof by the shareholders of PEMCO and Sagicor Life) prior to the Effective Date by mutual consent of the Boards of Directors of PEMCO and Sagicor Life.

Section 9.2. In the event of the termination and abandonment of this Plan pursuant to the provisions of Section 9.1 hereof, the same shall become void and have no effect, without any liability on the part of PEMCO or Sagicor Life or their directors or officers or shareholders in respect of this Plan.

Section 9.3. Any of the terms or conditions of this Plan may be waived at any time by the corporation which is entitled to the benefit thereof, by action taken by its Board of Directors or the Executive Committee of its Board of Directors; provided, however, that such action shall be taken only if, in the judgment of the Board of Directors or the Executive Committee taking the action, such waiver will not have a materially adverse effect on the benefits intended under this Plan to the shareholders of such corporation.

ARTICLE X

AMENDMENT

Anything contained in this Plan or elsewhere to the contrary notwithstanding, this Plan may be amended or modified at any time (whether before or after the approval and adoption thereof by the shareholders of PEMCO and Sagicor Life) by the mutual consent of the Boards of Directors of PEMCO and Sagicor Life.

ARTICLE XI

MISCELLANEOUS

Section 11.1. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11.2. This Plan shall be construed and interpreted in accordance with the laws of the State of Texas.

Section 11.3. This Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have, pursuant to the authority duly given by their respective Board of Directors, caused this Plan to be executed on their behalf and in their corporate name by their respective President and their corporate seal to be hereunto affixed and attested by their respective Secretary, all as of the date and year first written above.

PEMCO Life Insurance Company

ATTEST:



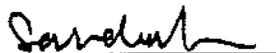
Sandra Osborne, Secretary

By: 

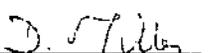
Dodridge Miller, President

Sagicor Life Insurance Company

ATTEST:



Sandra Osborne, Secretary

By: 

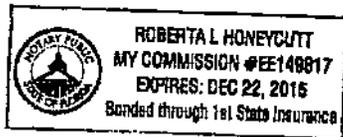
Dodridge Miller, President

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Dodridge Miller, President of **PEMCO Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

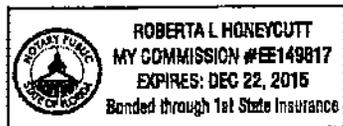
My Commission Expires: 12/22/2015

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Sandra Osborne, Secretary of **PEMCO Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of 12/22 Florida

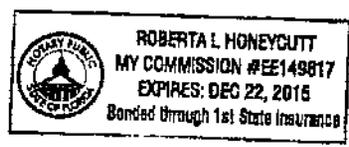
My Commission Expires: 12/22/2015

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Dodridge Miller, President of **Sagicor Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

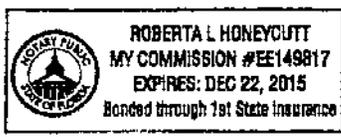
My Commission Expires: 12/22/2015

THE STATE OF Florida
COUNTY OF Hillsborough

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BEFORE ME, the undersigned authority, on this day personally appeared Sandra Osborne, Secretary of **Sagicor Life Insurance Company**, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed it for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of September, 2012.



(seal)

Roberta L Honeycutt
Notary Public in and for the
State of Florida

My Commission Expires: 12/22/2015

PEMCO LIFE INSURANCE COMPANY
Unanimous Written Consent in Lieu of a Meeting of the Sole Shareholder

PEMCO Life Insurance Company

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF THE SOLE
SHAREHOLDER

The undersigned sole shareholder of PEMCO Life Insurance Company, a Washington company (the "Company"), does hereby waive all call and notice of a meeting of the shareholder and does hereby adopt the following resolutions:

WHEREAS, the undersigned shareholder owns, as of the date of the Closing, all of the outstanding shares of capital stock of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned shareholder of the Company does hereby elect the following persons as directors of the Company to hold office until the next annual meeting of the shareholders or until their successors are duly elected and qualified.

Stephen D. McNamara - Chairman
Dodridge D. Miller
Beverly Sisson
Todd M. Campbell
Bart F Catnull

FURTHER RESOLVED, that the shareholder of the Company does hereby appoint and designate the following persons as officers of the Company to hold office until the next annual meeting of the board of directors or until their successors are duly elected and qualified and any officers of the Company not listed below are hereby removed without cause:

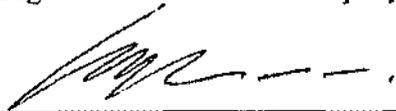
Dodridge D Miller	President & Chief Executive Officer
Sandra K Osborne	Corporate Secretary
Bart F Catnull	Chief Operating Officer, Chief Financial Officer & Treasurer
Bernard (Ned) Gaffney	Chief Investment Officer, SVP
LeRoy Pruitt	Valuation Actuary

FURTHER RESOLVED, that no additional items of business need to be considered by the shareholder of the Company

----- signature on following page -----

IN WITNESS WHEREOF, this Unanimous Written Consent is signed this 28 day
of Sept., 2012.

Sagicor Life Insurance Company



Stephen D. McNamara
Chairman of the Board

PEMCO LIFE INSURANCE COMPANY
Unanimous Consent of Directors

**UNANIMOUS CONSENT OF DIRECTORS
OF
PEMCO LIFE INSURANCE COMPANY**

Acting pursuant to the provisions of RCW 23B.08.210, the undersigned, being all of the directors of PEMCO Life Insurance Company, a Washington insurance corporation (the "Corporation"), hereby constitute this their written consent to the adoption of the following resolutions:

RESOLVED, That the Plan of Merger in the form attached hereto, pursuant to which the Corporation, a Washington insurance corporation, will be merged (the "Merger") with and into Sagicor Life Insurance Company, a Texas insurance corporation (the "Surviving Corporation") is hereby approved; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger to the sole shareholder of the Corporation for its approval; and be it further

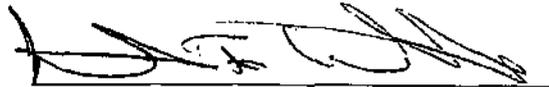
RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation any and all agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions; and be it further

RESOLVED, That any and all actions heretofore taken on behalf of the Corporation by its officers and directors in connection with the Merger are hereby approved, ratified and confirmed as the acts of the Corporation without the necessity of any further action by the Corporation.

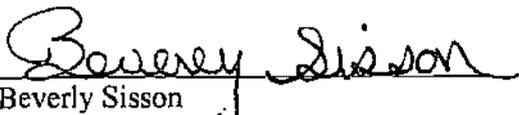
This unanimous written consent is dated as of Sept. 28, 2012.



Dodridge D Miller



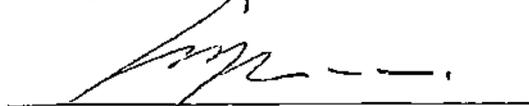
Bart F. Catmull



Beverly Sisson



Todd Campbell



Stephen D R McNamara

PEMCO LIFE INSURANCE COMPANY
Certificate of Secretary

**CERTIFICATE OF SECRETARY
OF
PEMCO LIFE INSURANCE COMPANY**

The undersigned secretary of PEMCO Life Insurance Company, a Washington insurance corporation ("Corporation"), hereby certifies that set forth below is a true and correct copy of certain resolutions duly adopted by the Board of Directors of the Corporation on Sept 28, 2012, and that such resolutions are in full force and effect and have not been amended or rescinded.

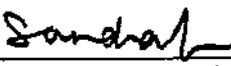
RESOLVED, That the Plan of Merger in the form attached hereto, pursuant to which the Corporation, a Washington insurance corporation, will be merged (the "Merger") with and into Sagicor Life Insurance Company, a Texas insurance corporation (the "Surviving Corporation") is hereby approved; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger to the sole shareholder of the Corporation for its approval; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation any and all agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions; and be it further

RESOLVED, That any and all actions heretofore taken on behalf of the Corporation by its officers and directors in connection with the Merger are hereby approved, ratified and confirmed as the acts of the Corporation without the necessity of any further action by the Corporation.

Dated: Sept 28, 2012.



Sandra Osborne, Secretary

SAGICOR LIFE INSURANCE COMPANY
Unanimous Consent of Directors

**UNANIMOUS CONSENT OF DIRECTORS
OF
SAGICOR LIFE INSURANCE COMPANY**

The undersigned, being all of the directors of Sagicor Life Insurance Company, a Texas insurance corporation (the "Corporation"), hereby constitute this their written consent to the adoption of the following resolutions:

RESOLVED, That the Plan of Merger in the form attached hereto, pursuant to which PEMCO Life Insurance Company, a Washington insurance corporation, will be merged (the "Merger") with and into the Corporation (the "Surviving Corporation") is hereby approved; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger to the sole shareholder of the Corporation for its approval; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation any and all agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions; and be it further

RESOLVED, That any and all actions heretofore taken on behalf of the Corporation by its officers and directors in connection with the Merger are hereby approved, ratified and confirmed as the acts of the Corporation without the necessity of any further action by the Corporation.

Signatures on separate page

This unanimous written consent is dated as of Sept 28, 2012.

D. Miller
Dodridge D Miller

J Arthur Bethel
J Arthur Bethel

Beverly Sisson
Beverly Sisson

Ravi Rambarran
Ravi Rambarran

John F Shettle Jr.
John F Shettle Jr.

Todd Campbell
Todd Campbell

Kendrick A Marshall
Kendrick A Marshall

Stephen D R McNamara
Stephen D R McNamara

William P Lucie-Smith
William P Lucie-Smith

SAGICOR LIFE INSURANCE COMPANY
Certificate of Secretary

**CERTIFICATE OF SECRETARY
OF
SAGICOR LIFE INSURANCE COMPANY**

The undersigned secretary of Sagicor Life Insurance Company, a Texas insurance corporation ("Corporation"), hereby certifies that set forth below is a true and correct copy of certain resolutions duly adopted by the Board of Directors of the Corporation on Sept 28, 2012 and that such resolutions are in full force and effect and have not been amended or rescinded.

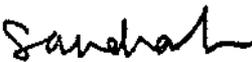
RESOLVED, That the Plan of Merger in the form attached hereto, pursuant to which PEMCO Life Insurance Company, a Washington insurance corporation, will be merged (the "Merger") with and into the Corporation (the "Surviving Corporation") is hereby approved; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger to the sole shareholder of the Corporation for its approval; and be it further

RESOLVED, That the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation any and all agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions; and be it further

RESOLVED, That any and all actions heretofore taken on behalf of the Corporation by its officers and directors in connection with the Merger are hereby approved, ratified and confirmed as the acts of the Corporation without the necessity of any further action by the Corporation.

Dated Sept 28, 2012.



Sandra Osborne, Secretary

EXHIBIT N

MANAGEMENT AND SERVICE AGREEMENT

THIS MANAGEMENT AND SERVICE AGREEMENT ("Agreement") is made and entered into by and between SAGICOR LIFE INSURANCE COMPANY, a Texas life insurance company ("Sagicor"), and PEMCO LIFE INSURANCE COMPANY, a Washington insurance corporation ("PLIC").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, PLIC is an operating subsidiary of Sagicor; and

WHEREAS, Sagicor and PLIC have applications pending in the states of Washington and Texas to merge PLIC into Sagicor, and the parties intend for this Agreement to allow Sagicor to provide management and other services to PLIC until such time as the merger can be consummated and all operations can be consolidated into Sagicor as the surviving company; and

WHEREAS, in many cases, it is more efficient to combine functions that are required to be performed by PLIC with similar functions that are required to be performed by Sagicor; and

WHEREAS, PLIC and Sagicor desire to contract with each other for the rendition of management services and advice subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, they hereby covenant and agree as follows:

1. MANAGEMENT, PERSONNEL, ADMINISTRATIVE SERVICES, FACILITIES AND COSTS

1.1 Services. Sagicor will provide to PLIC all accounting and treasury services necessary to maintain the statutory books and records of PLIC, including but not limited to the following:

- Standard accounting activities
- Reinsurance reporting
- Filing of necessary State and NAIC filings
- Standard treasury activities

Sagicor will provide standard operational information technology (IT) services, to include: maintenance and operation of computing (general ledger), administration and telecom environment, data and records research, collection, formatting, packaging and delivery, and providing consultation or technical services as needed.

Sagicor will provide PLIC with qualified, competent, licensed staff to perform all necessary life operations activities in an efficient manner consistent with PLIC standards and requirements. Sagicor staff will be expected to handle customer contact through all queues and channels, and Sagicor will ensure staff substantially complies with all applicable law, rules, and regulations. Services to be provided by Sagicor will be provided under the Sagicor name and shall include, but are not limited to, the following Life Administrator Services:

- Customer service assistance as it relates to Life insurance needs
 - o Process all new business to final disposition (issue, decline and withdrawal)

- o Policy administrative services
- o Process claims to final disposition
- o Prepare and manage all correspondence as it relates to life policies and claims.
- Assist customers, direct insurance agents and community agents with underwriting requirements (reinstatements or rate reconsiderations).
- Compliance and Legal Services
- Actuarial services

Notwithstanding anything to the contrary in this Agreement, each party shall be responsible for:

- (1) custody and maintenance of all general corporate accounts and records;
- (2) ownership of all records;
- (3) general control of financial statement preparation and reporting; and
- (4) general control of legal and corporate decisions.

1.2 Personnel. Either party shall furnish personnel to the other party as needed to provide all of the services, advice and assistance required to be rendered under this Agreement.

1.3 Exception. Notwithstanding any other provisions herein, to the extent, if any, that the laws, rules or regulations of the domiciliary state of PLIC, whether existing as of the effective date of this Agreement or adopted during the term of this Agreement, require that certain specified services shall only be rendered by the employees of such company, those services so specified shall not be rendered or paid for hereunder but shall be rendered by the employees of said company and paid for by said company; provided, however, that all other services provided for hereunder shall be rendered to said company and paid for by PLIC in the manner provided in this Agreement.

1.4 Costs. Sagicor will render the services, advice and assistance provided for by this Agreement at an initial annual fee of \$35 a policy. The fee is representative of the calculated per policy allocation of Sagicor's administrative and overhead costs. The fee will be redetermined on the first day of January of each year, starting in 2014. The following costs are not included in the fee calculation, and such costs shall either be paid directly or reimbursed by the party on whose behalf the costs are incurred:

- (a) All costs and expenses incurred in connection with the employment of legal counsel who are not full time employees of either party;
- (b) All costs and expenses incurred in connection with auditing financial statements by persons who are not full time employees of either party;
- (c) All costs and expenses incurred in connection with tax, accounting, actuarial, or other studies performed by independent professional or consulting individuals or organizations.

Neither party shall incur or pay on behalf of the other any costs or expenses referred to in Sections 1.4(a) through (c) without the prior approval of an officer of the other party.

The per policy fee will be calculated and assessed on the first day of each quarter, against each policy that is in force as of that day, on a pro-rata basis of 25% of the then current annual fee.

1.5 Supervision by Board of Directors. Sagicor and PLIC acknowledge that the Board of Directors of Sagicor and PLIC, respectively, are vested with the power, authority, and responsibility for managing their respective business and affairs, and acknowledge that any and all actions, whether supervisory or ministerial, taken by Sagicor or PLIC pursuant to this Agreement shall be subject to the continuous supervision of the PLIC and Sagicor Board of Directors, respectively.

2. AMOUNT AND PAYMENT OF FEES. Each party agrees to pay to the other party on a quarterly basis all fees due, and such payments may be offset against each other. All amounts owed by a party for a quarter, that are not offset, shall be paid to the other party within 45 days of the end of that quarter.

3. CONFIDENTIALITY, PERFORMANCE AND RELATIONSHIP OF PARTIES

3.1 Disclosure of Information. Each party agrees that all information communicated to it by or on behalf of the other party while this Agreement is in force shall be used only for the purposes of this Agreement and that, during the term of this Agreement and thereafter, neither party will disclose such information to any person who is not a director, officer, employee or agent of the other party or of any of their affiliated companies except to the extent that such disclosure is directly or indirectly related to the performance of this Agreement or is otherwise required by any applicable law, rule or regulation.

3.2 Records and Reports. Except as previously provided in Section 3.1 above, all forms, records, statements, reports, files and other data and information prepared, maintained or collected by either party on behalf of the other party in the performance of this Agreement shall become the sole property of the company which is the owner of record of such information and shall be furnished to owner of record upon request. This agreement in no way restricts the authority of the commissioner or receiver to take action or take control of PLIC's books and records.

3.3 Inspection of Books and Records. Each party shall keep proper books of account and records relating to the services performed hereunder in which full and correct entries will be made in accordance with generally accepted accounting principles. Each party shall have the right to inspect the other party's records with respect to this agreement.

3.4 Performance. The failure of any party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of the right to insist upon strict performance or the obligation to strictly perform thereafter.

3.5 Relationship of Parties. Neither party assumes responsibility under this Agreement other than to render the services, advice and assistance provided for hereunder in good faith and with reasonable care. The relationship between the parties with respect to and for the purpose of this Agreement shall be that of independent contractors.

3.6 Indemnification. Each party agrees to indemnify and to hold the other party harmless from any and all damages, costs, claims or other liabilities incurred by it as the result of any act or omission in the performance of their duties hereunder except to the extent that the act or omission resulting in said damages was performed or omitted by or pursuant to the direction of any duly elected officer of the other party, or if their act or omission constitutes bad faith, willful malfeasance, negligence or reckless disregard of its duties.

4. TERMS OF AGREEMENT AND NOTICES

4.1 Term of Agreement. This Agreement shall remain in full force and effect for a period of five years and will automatically renew for successive five year terms. This Agreement shall be terminated only upon ninety (90) days prior written notice to the other party hereto or immediately upon the merger of PLIC into Sagicor or one of its subsidiaries. Also, either party may cancel this Agreement at any time and discharge the services of the other company in the event that the other party fails to satisfactorily perform its duties under this Agreement. Upon termination each party shall immediately pay to the other party all sums due hereunder through the date of termination for the rendition of services and each party shall immediately deliver to the other party all forms, records, statements, files, reports and other data and information prepared or collected on behalf of the other party in connection with the performance of this Agreement.

4.2 Notices. Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Sagicor, to:
Sagicor Life Insurance Company
4010 W. Boy Scout Blvd, Ste 800
Tampa, Florida 33607
Attention: Chief Operating Officer

If to PLIC, to:
PEMCO Life Insurance Company
4010 W. Boy Scout Blvd., Ste 800
Tampa, Florida 33607
Attention: Chief Operating Officer

5. MISCELLANEOUS

5.1 Entire Agreement. This Agreement contains the entire understanding of the parties hereto and supersedes all prior agreements of the parties with respect to the subject matter contained herein. Any condition to a party's obligation hereunder may be waived in writing by such party.

5.2 Amendments. This Agreement shall not be amended, changed, modified, terminated or discharged in whole or in part, except by an instrument in writing duly executed by both parties hereto, or their respective successors or assigns. If, after the date of this Agreement, either party directly or indirectly acquires a controlling interest in another company or purchases a block of life, health or annuity policies, either party may, by written notice to the other party, include such company as one for which services, advice and assistance are provided under this Agreement and, upon the request of either party, the companies will enter into an appropriate amendment of this Agreement including such company.

5.3 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Severable Provisions. If any provisions of this Agreement shall be found to be invalid by any Administrative Agency or court or competent jurisdiction, such finding shall not affect the remaining

provisions of this Agreement and all other provisions herein shall remain in full force and effect.

5.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of Washington.

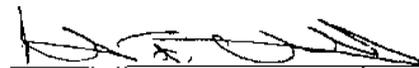
5.6 Assignment. This Agreement shall not be assigned by either party hereto.

5.7 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original hereof, but all of which shall constitute one and the same instrument.

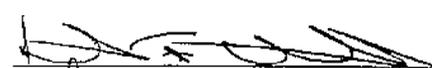
5.8 Interpretation. The term "affiliate" shall mean, as to any corporation, partnership or trust, any person who holds beneficially, directly or indirectly, ten percent or more of the outstanding capital stock, shares or equity interest of such corporation, partnership or trust, or any person which controls, is controlled by, or is under common control with, such corporation, partnership or trust.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective the 28 day of Sept, 2012.

PEMCO Life Insurance Company


By: Bart F. Catmill
Its: COO & CEO

Sagicor Life Insurance Company


By: Bart F. Catmill
Its: COO & CEO