

SECRETARY'S CERTIFICATE OF NORTH COAST LIFE INSURANCE COMPANY

April 24, 2012

The undersigned, the duly elected or appointed secretary of North Coast Life Insurance Company (the "Company"), a Washington corporation, does hereby certify on behalf of the Company as of the date hereof as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions that were unanimously adopted by the board of directors of the Company at a special meeting of the board called and held on April 20, 2012, authorizing and approving the execution, delivery and performance by the Company of the agreements referred to therein, such other documents, instruments, consents or agreements as may be required in connection therewith to which the Company is a party, and the transactions contemplated thereby.

2. The aforementioned resolutions have not been modified, rescinded, or amended and are in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate on the date first written above.



Linda Butler, Secretary

I, Robert J. Ogden, the undersigned and duly elected or appointed and duly qualified and acting president of the Company, do hereby certify solely in my capacity as an officer of the Company and not in my individual capacity, on behalf of the Company, that Linda Butler is the duly elected or appointed and duly qualified and acting secretary of the Company and that the signature set forth above is her true, correct and genuine signature.



Robert J. Ogden, President

**ACTION BY BOARD OF DIRECTORS
OF
NORTH COAST LIFE INSURANCE COMPANY**

The following resolutions were duly adopted by the board of directors of North Coast Life Insurance Company, a Washington corporation (hereinafter referred to as the "Company") at a special meeting of the board of directors duly and validly called and held on April 20, 2012:

A. Resolutions Pertaining to the Subscription Agreement and the Redemption of the Company's Series A Preferred Stock:

RESOLVED, that this board of directors has determined that it is desirable and in the best interests of the Company to enter into a Common Stock and Surplus Debenture Subscription Agreement by and among the Company, certain controlling shareholders of the Company identified therein (the "Controlling Shareholders") and Government Personnel Mutual Life Insurance Company, a Texas mutual life insurance company ("GPM Life") substantially in the form that is annexed to these resolutions as Exhibit A (the "Subscription Agreement"), pursuant to which, among other things:

- GPM Life will purchase 763,017 shares of North Coast Life common stock at the price of \$7.66 per share and a surplus debenture in the principal amount of \$469,115; and
- North Coast will use the proceeds received from the sale of these securities to redeem all of its issued and outstanding shares of 10% Series A Cumulative Convertible Preferred Stock (the "Series A Stock").

RESOLVED, that, in furtherance of the transactions specified therein, this board of directors does hereby approve the Subscription Agreement (including the appendices thereto), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that this board of directors does hereby approve the form of notice of redemption substantially in the form that is annexed to these resolutions as Exhibit B (the "Notice of Redemption"), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that this board of directors does hereby authorize the officers of the Company, acting in conjunction with the Company's counsel, the discretion to determine the Redemption Date of the Series A Stock (as such term is defined in the Notice of Redemption), which shall be not less than 30 days nor more than 60 days from the date the Notice of Redemption is first mailed or delivered to the holders of Series A Stock; and be it further

RESOLVED, that, in conjunction with the redemption of the Series A Stock, this board of directors does hereby approve the form of Paying Agent Agreement (including the appendices thereto) by and among the Company, GPM Life and Washington Trust Bank, as paying agent, substantially in the form that is annexed to these resolutions as Exhibit C (the "Paying Agent Agreement"), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that the proper officers of the Company, acting in conjunction with the Company's legal counsel, be and the same hereby are authorized to obtain such consents and approvals as the Office of the Washington Insurance Commissioner or other regulatory body having jurisdiction over the Company shall require or request in conjunction with (a) the Company's sale of common stock and the surplus debenture to GPM Life and (b) the Company redemption of its outstanding Series A Stock.

RESOLVED, that the proper officers of the Company are hereby authorized and directed to do all such acts and things and to execute, acknowledge and deliver all such additional documents and certificates as may in their discretion be deemed necessary or desirable to carry out and comply with the terms and provisions of these resolutions, and all of the acts and doings of the officers of the Company which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved, all as of the last date of execution written below.

B. Resolutions Pertaining to the Merger Agreement and the Merger of GPM Merger Corporation with and into the Company:

RESOLVED, that this board of directors has determined that it is desirable and in the best interests of the Company to enter into a Plan and Agreement of Merger by and among the Company, the Controlling Shareholders, GPM Life and GPM Merger Corporation, a Washington corporation and wholly-owned subsidiary of GPM Life ("Merger Sub") substantially in the form that is annexed to these resolutions as Exhibit D (the "Merger Agreement"), pursuant to which, among other things:

- The holders of shares of common stock of the Company will be asked to approve the Merger Agreement in accordance with the provisions of Sections 23B.11.010 and 23B.11.030 of the Washington Business Corporation Act, and thereby effect a statutory merger of Merger Sub with and into the Company in which the holders of common stock would exchange their shares for the right to receive a cash payment of \$7.66 per share of Common Stock.

RESOLVED, that, in furtherance of the Merger, this board of directors does hereby approve the Merger Agreement (including the appendices thereto), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that the record date for, and the date, time and place of the special meeting of the holders of common stock to consider and approve the Merger specified in the Merger Agreement (the "Special Meeting") shall be fixed by resolution of this board of directors at a subsequent meeting of the board; and be it further

RESOLVED, that the forms of notice of special meeting, proxy statement and proxy that will be used in conjunction with the Special Meeting (collectively, the "Proxy Statement") shall be approved by resolution of this board of directors at a subsequent meeting of the board; and be it further

RESOLVED, that, upon its approval by the holders of common stock at the Special Meeting, the Company does hereby authorize and approve the execution and filing of articles of merger with the Secretary of State of the State of Washington as of the Effective Date (as defined in the Merger Agreement, and subject to the fulfillment of all conditions to closing specified in the Merger Agreement) by any one director or officer of the Company; and be it further

RESOLVED, that, upon its approval by the holders of common stock at the Special Meeting, the Company does hereby authorize and approve the execution and filing of articles of amendment to the Company's articles of incorporation with the Secretary of State of the State of Washington as of the Effective Date (as defined in the Merger Agreement, and subject to the fulfillment of all conditions to closing specified in the Merger Agreement) to reduce the par value of its common stock from \$3.01 to \$1.67 per share; and be it further

RESOLVED, that, in conjunction with the merger and the exchange of the outstanding shares of common stock for cash, this board of directors does hereby approve the form of Exchange Agent Agreement (including the appendices thereto) by and among the Company, GPM Life and Washington Trust Bank, as exchange agent, substantially in the form that is annexed to these resolutions as Exhibit D (the "Exchange Agent Agreement"), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that the proper officers of the Company, acting in conjunction with the Company's legal counsel, be and the same hereby are authorized to obtain such consents and approvals as the Office of the Washington Insurance Commissioner or other regulatory body having jurisdiction over the Company shall require or request in conjunction with the Merger Agreement and the merger of Merger Sub with and into the Company.

RESOLVED, that the proper officers of the Company are hereby authorized and directed to do all such acts and things and to execute, acknowledge and deliver all such additional documents and certificates as may in their discretion be deemed necessary or desirable to carry out and comply with the terms and provisions of these resolutions, and all of the acts and doings of the officers of the Company which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved, all as of the last date of execution written below.

C. Resolutions Pertaining to the Indemnification Escrow Provisions of the Subscription Agreement and the Merger Agreement:

RESOLVED, that, even though the Company is not a party to such agreement, this board of directors hereby approves the form of Escrow Agreement by and among the Controlling Shareholders, GPM Life and Washington Trust Bank, as escrow agent, substantially in the form that is annexed to these resolutions as Exhibit E (the "Escrow Agreement"), pursuant to which, among other things, the Controlling Shareholders have agreed to deposit 25.0% of the amounts they receive in redemption of their Series A Stock and in exchange for their shares of Common Stock into an escrow account to secure the Controlling Shareholders' indemnity obligations under the Subscription Agreement and the Merger Agreement.

D. Resolutions Pertaining to the Sale of the Company's Interest in West 1124 Riverside Partners and the Sale of its Residential Mortgages to R.J. Martin Mortgage Company:

RESOLVED, that this board of directors has determined that it is desirable and in the best interests of the Company to sell and transfer its 39.23% interest in West 1124 Riverside Partners, a Washington general partnership, to R.J. Martin Mortgage Company, a Washington corporation ("R.J. Martin") pursuant to the terms and subject to the conditions set forth in that certain Agreement of Sale of Partnership Interest substantially in the form that is annexed to these resolutions as Exhibit G (the "West 1124 Riverside Partners Sale Agreement") by and between the Company and R.J. Martin; and be it further

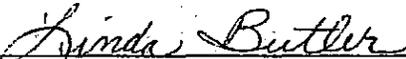
RESOLVED, that, in furtherance of the transaction, this board of directors does hereby approve the West 1124 Riverside Partners Sale Agreement (including the form of promissory note referred to therein), with such changes as the officers of the Company, acting in conjunction with the Company's counsel, deem necessary or advisable; and be it further

RESOLVED, that the proper officers of the Company are hereby authorized and directed to do all such acts and things and to execute, acknowledge and deliver all such additional documents and certificates as may in their discretion be deemed necessary or desirable to carry out and comply with the terms and provisions of the transaction specified in the West 1124 Riverside Partners Sale Agreement, and all of the acts and doings of the officers of the Company which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved, all as of the last date of execution written below; and be it further

RESOLVED, that this board of directors has determined that it is desirable and in the best interests of the Company to sell and transfer all of its real estate mortgages (as shown on Schedule B, Part 1 of the Company's annual statement for the year ended December 31, 2011) to R. J. Martin following the closing of the transactions specified in the Merger Agreement, for an aggregate purchase to be determined by the Company (and its then sole shareholder, GPM Life) and R.J. Martin; and be it further

RESOLVED, that the proper officers of the Company are hereby authorized and directed to do all such acts and things and to execute, acknowledge and deliver all such additional documents and certificates as may in their discretion be deemed necessary or desirable to carry out the sale of such real estate mortgages, and all of the acts and doings of the officers of the Company which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved, all as of the last date of execution written below.

Dated April 20, 2012



Linda Butler, Secretary

**NOTICE OF REDEMPTION OF 10% SERIES A CUMULATIVE CONVERTIBLE
PREFERRED STOCK OF NORTH COAST LIFE INSURANCE COMPANY**

May 2012

To the Holders of North Coast Life Insurance Company's
10% Series A Cumulative Convertible Preferred Stock:

Please take notice that North Coast Life Insurance Company (the "Company") has called for redemption on May 2012 (the "Redemption Date") all of its 10% Series A Cumulative Convertible Preferred Stock (the "Series A Preferred Stock"), redeemable at the price and in the manner hereinafter set forth:

Redemption Price

Shares of the Series A Preferred Stock are redeemable by the Company, on and after the Redemption Date, at the redemption price of \$10.00 per share, plus cumulative accrued and unpaid dividends of \$•, or \$• per share in total (the "Redemption Price").

Manner of Redemption

Shares of the Series A Preferred Stock are redeemable by the holder on and after the Redemption Date upon the presentation and surrender of the certificate or certificates representing such shares to Washington Trust Bank, West 717 Sprague Avenue, Spokane, Washington 99201, Attention: Diana Henke, which bank has been designated by the Company as the depository and paying agent (the "Paying Agent") for purposes of payment for, and redemption of, such shares pursuant to the Series A Preferred Stock Resolution of the Company dated August 5, 1992 (the "Resolution"), accompanied by a letter of transmittal from the holder of such shares specifying (a) the name of the holder and (b) the address to which payment for the shares is to be made. Payment for shares of the Series A Preferred Stock will be made by the Paying Agent only after timely receipt by the Paying Agent of certificates for such shares. If claim is not made within 35 months from and after the Redemption Date, any funds remaining in the custody of the Paying Agent shall be returned to the Company.

No Accrual of Dividends; Termination of Rights as Shareholder

Please take further notice that, pursuant to the Resolution, no dividends will accrue on the Series A Preferred Stock from and after the Redemption Date; all rights of the holder of such shares as a shareholder of the Company by reason of the ownership of such shares shall cease as of such Redemption Date, excepting the right of the holder to receive the Redemption Price; and such shares from and after the Redemption Date shall not be deemed to be outstanding.

Optional Conversion into Shares of Common Stock of the Company

Holders of shares of Series A Preferred Stock have the right pursuant to the Resolution to convert any or all of such shares into shares of common stock of the Company (the "Common Stock") prior to the Redemption Date, at the rate of 1.4 shares of Common Stock for each share of Series A Preferred Stock owned, in lieu of their right to receive the Redemption Price. Holders desiring to convert their shares of Series A Preferred Stock into shares of Common Stock in lieu of their right to receive the Redemption Price should send written notice to North Coast Life Insurance Company, P.O. Box 1445, Spokane, Washington 99210-1445, Attention: Linda Butler, Secretary, specifying the number of shares of Series A Preferred Stock they wish to convert, accompanied by a certificate or certificates for the shares of Series A Preferred Stock to be converted.

However, holders of shares of Series A Preferred Stock who may be considering converting some or all of such shares into shares of Common Stock as aforesaid are advised that the Company intends to enter into a Plan and Agreement of Merger with Government Personnel Mutual Life Insurance Company ("GPM Life"), a Texas mutual life insurance company, GPM Merger Corporation, a Washington corporation and wholly-owned subsidiary of GPM Life, and certain controlling shareholders of the Company specified therein, pursuant to which and subject to regulatory approval and approval by the holders of the Company's Common Stock, GPM Merger Corporation will be merged with and into the Company and each holder of Common Stock will thereafter cease to be a shareholder and instead only have the right to receive a cash payment of \$7.66 per share, which would result in a net payment of \$10.72 for each converted share of Series A Preferred Stock, which is less than the Redemption Price.

NORTH COAST LIFE INSURANCE COMPANY

By: _____
Robert J. Ogden, President

**PAYING AGENT AGREEMENT
(Redemption of Series A Preferred Stock)**

April • 2012

Washington Trust Bank
Corporate Trust Department
West 717 Sprague Avenue
Spokane, WA 99201

Attn: Diana Henke

Ladies and Gentlemen:

North Coast Life Insurance Company, a Washington corporation (the "Company"), and Government Personnel Mutual Life Insurance Company, a Texas mutual life insurance company ("GPM Life") hereby request that you act as Paying Agent ("Paying Agent") with respect to payments that are to be made to the holders (the "Preferred Shareholders") of shares of the Company's outstanding Series A Preferred Stock (the "Outstanding Preferred Shares") pursuant to the redemption provisions specified in the Company's articles of incorporation as amended by the Series A preferred stock resolution dated August 5, 1992 (the "Series A Resolution"), a copy of which is attached hereto as Exhibit A, and as contemplated by that certain Common Stock and Surplus Debenture Subscription Agreement dated April • 2012 (the "Subscription Agreement") by and among the Company, certain controlling shareholders of the Company identified therein and on Exhibit B hereto (the "Controlling Shareholders"), and GPM Life.

As used herein, the term "Preferred Shareholders" shall mean the holders of record of the Outstanding Preferred Shares as shown on the Preferred Shareholders List (as defined below) dated as of the redemption date (the "Redemption Date") specified in the notice of redemption (the "Notice of Redemption") which the Company will cause to be mailed or delivered to the Preferred Shareholders pursuant to the Subscription Agreement and the Series A Resolution. As used herein, the term "Redemption" shall mean the redemption of the Outstanding Preferred Shares for cash pursuant to the Subscription Agreement and the Series A Resolution.

On the last business day immediately preceding the Redemption Date, GPM and the Company will irrevocably deposit with you, by wire transfer of immediately available funds, an amount sufficient to fund the Redemption of all of the Outstanding Preferred Shares, pursuant to Section 2.6(b) of the Subscription Agreement, which shall be held by you in a redemption account to fund the Redemption of the Outstanding Preferred Shares (the "Redemption Account.") Within five (5) days after the Redemption Date, if not earlier, the Company will furnish you with a list of the Preferred Shareholders of record as of the Redemption Date (the "Preferred Shareholders List") prepared by the Company, in its capacity as transfer agent showing each Preferred shareholder's name, address, number of shares held and taxpayer identification number ("TIN").

In your capacity as Paying Agent, and pursuant to the terms of the Subscription Agreement and this Paying Agent Agreement, you will from time to time receive letters of transmittal in the form annexed hereto as Exhibit C (the "Letters of Transmittal") from the Preferred Shareholders, accompanied by share certificate(s) representing the Outstanding Preferred Shares held by such Preferred Shareholders. Subject to the terms and conditions of this Paying Agent Agreement, you are authorized and directed to accept such Letters of Transmittal and to promptly pay, from funds held in the Redemption Account, cash in the amount of \$● per share (the "Redemption Price") to such Preferred Shareholders in accordance with the provisions of the Letters of Transmittal, and to act in accordance with the following instructions:

1. Upon receipt from a Preferred Stockholder of a Letter of Transmittal properly completed and executed in accordance with the instructions specified on pages 3, 4 and 5 thereof, accompanied by a share certificate or certificates representing all of the Preferred Shares shown on the Preferred Shareholders List as being owned of record as of the Redemption Date by such Preferred Shareholder, you shall:

(a) in the case of a Preferred Shareholder who is not a Controlling Shareholder, remit payment of the Redemption Price to such Preferred Shareholder (or pursuant to the Special Payment Instructions of such Letter of Transmittal); and

(b) in the case of a Preferred Shareholder who is a Controlling Shareholder, deposit twenty-five percent (25.0%) of the Redemption Price into the indemnification escrow account established and maintained at Washington Trust Bank pursuant to subsection 2.6(d) of the Subscription Agreement (the "Indemnification Escrow Account") and remit the remaining seventy-five percent (75.0%) of the Redemption Price to such Controlling Shareholder (or pursuant to the Special Payment Instructions of such Letter of Transmittal).

2. You will follow your regular procedures to attempt to reconcile any discrepancies between the number of Preferred Shares that any Letter of Transmittal delivered by a Preferred Shareholder may indicate are owned by such Preferred Shareholder and the number of Preferred Shares that the Preferred Shareholders List indicates such Preferred Shareholder owned of record as of the Redemption Date. In any instance where you cannot reconcile such discrepancies by following such procedures, you will consult with Randall | Danskin, P.S., counsel to the Company, for instructions as to the number of Preferred Shares to be used in calculating payment to such Preferred Shareholder. In the absence of such instructions, you are authorized not to make any payments in respect of any Letter of Transmittal submitted by a Preferred Shareholder containing a discrepancy.

3. (a) On or before January 31st of the year following the year that any person receives any payment hereunder, you will prepare and mail to each such person, other than persons who demonstrate their status as nonresident aliens in accordance with United States Treasury Regulations ("Foreign Stockholders"), a Form 1099-B reporting the payment of the Redemption Price as of the year of payment, in accordance with United States Treasury Regulations. You will also prepare and file copies of such Forms 1099-B by magnetic tape with the Internal Revenue Service on or before February 28th of the year following the year of the payment, in accordance with United States Treasury Regulations.

(b) Should any issue arise regarding federal income tax reporting or withholding, you will take such action as Randall | Danskin, P.S., counsel to the Company, instructs you in writing.

(c) If the Redemption is not consummated for any reason, then upon receipt of joint written directions from GPM Life and the Company, you shall (i) return the stock certificates in your possession to the Preferred Shareholders at the address shown on the Preferred Shareholders List (or if such address has been changed or corrected on such Preferred Shareholder's Letter of Transmittal, to the changed or corrected address shown on the Letter of Transmittal), accompanied by a cover letter or other written communication to be furnished to you by the Company; and (ii) return the funds held in the Redemption Account and remitted to you by GPM Life and the Company pursuant to this Paying Agent Agreement to GPM Life and the Company, together with interest thereon, if any.

4. (a) The Company and GPM Life may terminate this Paying Agent Agreement at any time by so notifying you in writing. You may terminate this Paying Agent Agreement upon 30 days' prior notice to the Company and GPM Life. Unless so terminated, this Paying Agent Agreement shall continue in effect until September 30, 2012 (the "Termination Date"), unless expressly extended in writing by the Company, GPM Life and you.

(b) In the event this Paying Agent Agreement is terminated prior to the Termination Date, the Company and GPM Life shall appoint a successor Paying Agent (which may not be the Company, GPM Life, or their respective agents or affiliates), and inform you of the name and address of any successor Paying Agent, and you shall promptly remit all funds held in the Redemption Account to the successor Paying Agent; *provided*, that no failure by the Company and GPM Life to appoint such a successor Paying Agent shall affect the termination of this Paying Agent Agreement or the discharge of you as Paying Agent hereunder.

(c) In the event this Paying Agent Agreement is terminated prior to the Termination Date and the Company shall not have appointed a successor Paying Agent, then you shall return the stock certificates and disburse the funds held by you in the Redemption Account in accordance with Section 3(d).

(d) Sections 7, 10 and 11 of this Paying Agent Agreement shall survive any termination of this Paying Agent Agreement.

5. As agent for the Company and GPM Life hereunder you:

(a) shall have no duties or obligations other than those specifically set forth herein or as may subsequently be agreed to in writing by you, the Company, and GPM Life;

(b) shall have no obligation to make payment for any payments of the Redemption Price unless the Company and GPM Life shall have provided the necessary federal or other immediately available funds to pay in full amounts due and payable with respect thereto;

(c) shall not be obligated to take any legal action hereunder, if, however, you determine to take any legal action hereunder, and, where the taking of such action might, in your judgment, subject or expose you to any expense or liability, you shall not be required to act unless you shall have been furnished with an indemnity satisfactory to you;

(d) may rely on, and be fully authorized and protected in acting upon any certificate, instrument, opinion, notice, letter, telegram, telex, facsimile transmission or other document or security delivered to you and believed by you to be genuine and to have been signed by the proper party or parties;

(e) shall not be liable or responsible for any recital or statement contained in the Subscription Agreement or any other documents relating thereto;

(f) shall not be liable or responsible for any failure of the Company, the Controlling Shareholders or GPM Life to comply with any of its or their obligations relating to the Subscription Agreement;

(g) may rely on and shall be authorized and protected in acting upon the written, telephonic and oral instructions with respect to any matter relating to you acting as Paying Agent covered by this Paying Agent Agreement (or supplementing or qualifying any such actions) received from any authorized officers of the Company and GPM Life;

(h) may consult counsel satisfactory to you, and the advice of such counsel shall be full and complete authorization and protection in respect to action taken, suffered or omitted by you hereunder in good faith and in accordance with the advice of such counsel;

(i) may perform any of your duties hereunder either directly or by or through agents or attorneys and you shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with reasonable care by you hereunder; and

(j) are not authorized, and shall have no obligation, to pay any brokers, dealers or soliciting fees to any person.

6. In the event any question or dispute arises with respect to the proper interpretation of the Subscription Agreement or your duties hereunder or the rights of the Company, GPM Life or the Controlling Shareholders, or of any other Preferred Shareholder, you shall not be required to act and shall not be held liable or responsible for your refusal to act until the question or dispute has been (i) judicially settled (and you may, if you in your sole discretion deem it advisable, but shall not be obligated to, file a suit in interpleader or for a declaratory judgment for such purpose) by final judgment rendered by a court of competent jurisdiction, binding on all stockholders and parties interested in the matter, which is no longer subject to review or appeal, or (ii) settled by a written document in form and substance satisfactory to you and executed by the Company, GPM Life and each such Controlling Shareholder or Preferred Shareholder which may be a party to such question or dispute or which may have an interest in the settlement.

7. Any instructions given to you orally, as permitted by any provision of this agreement, shall be confirmed in writing by the Company and GPM Life as soon as practicable. You shall not be liable or responsible and shall be fully authorized and protected for acting in accordance with any oral instructions which do not conform with the written confirmation received in accordance with this section.

8. Whether or not any payments of the Redemption Price are required to be made by you, for your services as Paying Agent hereunder, the Company shall pay you compensation in accordance with the fee schedule attached as Exhibit D hereto, together with reimbursement for out-of-pocket expenses, including reasonable fees and disbursements of your counsel.

9. The Company and GPM Life covenant and agree to indemnify and hold you and your officers, directors, employees, agents, contractors, subsidiaries and affiliates harmless from and against any loss, liability, damage, or expense incurred without (a) negligence, willful misconduct or bad faith or (b) as a result of your acting upon the Company's and/or GPM Life's instructions, arising out of or in connection with the Subscription Agreement, this Paying Agent Agreement or the administration of your duties hereunder, including without limitation the costs and expenses of defending and appealing against any action, proceeding, suit or claim in the premises. In no case shall the Company or GPM Life be liable under this indemnity with respect to any action, suit, proceeding or claim against you unless the Company and GPM Life shall be notified by you, by letter or by facsimile transmission confirmed by letter, of the written assertion of an action, suit, proceeding or claim made or commenced against you, promptly after you shall have been served with the summons or other first legal process or have received the first written assertion giving information as to the nature and basis of the action, proceeding, suit or claim, but failure to so notify the Company and GPM Life shall not release the Company or GPM Life of any liability which may otherwise have on account of this Paying Agent Agreement, except to the extent it is prejudiced by such failure. The Company and GPM Life shall be entitled to participate at their own expense in the defense of any such action, suit, proceeding or claim. Anything in this Paying Agent Agreement to the contrary notwithstanding, in no event shall the Company or GPM Life be liable to you for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if you have been advised of the likelihood of such loss or damage and regardless of the form of action.

10. Set forth in Exhibit E hereto is a list of the names and specimen signatures of the persons authorized to act for the Company and GPM Life under this Paying Agent Agreement. The corporate secretaries of the Company and GPM Life, respectively, shall, from time to time, certify to you the names and signatures of any other persons authorized to act for the Company and GPM Life under this Paying Agent Agreement.

11. In the event that any claim of inconsistency between this Paying Agent Agreement and the terms of the Subscription Agreement arise, the terms of the Subscription Agreement shall control, except with respect to the duties, liabilities and rights, including compensation and indemnification, of you as Paying Agent, which shall be controlled by the terms of this Paying Agent Agreement.

12. If any provision of this Paying Agent Agreement shall be held illegal, invalid or unenforceable by any court, this Paying Agent Agreement shall be construed and enforced as if such provision had not been contained herein and shall be deemed an agreement among us to the full extent permitted by the applicable law.

13. The Company and GPM Life each represents and warrants that (a) it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) the execution, delivery and performance of all transactions contemplated by this Paying Agent Agreement have been duly authorized by all necessary corporate action and will not result in a breach of or constitute a default under the certificate of incorporation or bylaws of the Company or GPM Life, or any indenture, agreement or instrument to which it is a party or is bound, (c) this Paying Agent Agreement has been duly executed by a duly authorized officer and delivered by each of the Company and GPM Life and constitutes a legal, valid, binding and enforceable obligation of it, (d) the Redemption will comply in all material respects with all applicable requirements of law, and (e) to the best of its knowledge, there is no litigation pending or threatened as of the date hereof that seeks to enjoin or otherwise contests the Redemption.

14. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, by hand or by a reputable nationwide overnight express service, addressed, as follows:

If to the Company:

North Coast Life Insurance Company
P.O. Box 1445
Spokane, WA 99210-1445
Attention: Robert J. Ogden, President
Facsimile: (509) 747-8569

with a copy (which shall not constitute notice) to:

Randall | Danskin, P.S.
1500 Bank of America Financial Center
601 West Riverside Avenue
Spokane, WA 99201-0365
Attention: Douglas Siddoway, Esq.
Facsimile: (509) 624-2528

and if to the Controlling Shareholders:

North Coast Life Insurance Company
P.O. Box 1445
Spokane, WA 99210-1445
Attention: Robert J. Ogden, President
Facsimile: (509) 747-8569

with a copy (which shall not constitute notice) to:

Reed & Giesa, P.S.
222 North Wall Street, Suite 410
Spokane, WA 99201
Attention: Timothy J. Giesa
Facsimile: (509) 838-6341

and if to GPM Life:

Government Personnel Mutual Life Insurance Company
GPM Life Building
2211 N.E. Loop 410
PO Box 659567
San Antonio, TX 78265-9567
Attention: Peter J. Hennessey III, CLU, FLMI, Chairman, President & CEO
Facsimile: (210) 357-2216

with a copy (which shall not constitute notice) to:

Thompson, Coe, Cousins & Irons, LLP
701 Brazos, Suite 1500
Austin, TX 78701
Attention: David D. Knoll, Esq.
Facsimile: (512) 708-8777

and if to Paying Agent:

Washington Trust Bank
Corporate Trust Department
West 717 Sprague Avenue
Spokane, WA 99201
Attention: Diana Henke
Facsimile: (509) 353-2278

or such other address as shall be furnished in writing by a party, and any such notice or communication shall be deemed to have been given as of the date personally given or the date so mailed (except that a notice of change of address shall not be deemed to have been given until received by the addressee).

15. This Paying Agent Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to conflict of laws, rules or principles, and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided that this Paying Agent Agreement may not be assigned by any party without the prior written consent of all other parties.

16. No provision of this Paying Agent Agreement may be amended, modified or waived, except in writing signed by both parties.

Please acknowledge receipt of this letter and confirm your agreement concerning your appointment as Paying Agent, and the arrangements herein provided, by signing and returning the enclosed copy hereof, whereupon this Paying Agent Agreement and your acceptance of the terms and conditions herein provided shall constitute a binding agreement among us.

Very truly yours,

NORTH COAST LIFE INSURANCE COMPANY

By: _____
Robert J. Ogden., its President

GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY

By: _____
Peter J. Hennessey III, CLU, FLMI
Its Chairman, President & CEO

Accepted as of the date above first written:

WASHINGTON TRUST BANK
as Paying Agent

By: _____
Corporate Trust Officer

By: _____
Corporate Trust Officer

**Exhibit A to Paying Agent Agreement
Dated April 9, 2012
Series A Resolutions**

Exhibit B to Paying Agent Agreement
Dated April 10, 2012

Controlling Shareholders

*Transfer Agent's
Account Number*

Name and Address of Shareholder

*Number of
Preferred Shares*

**Exhibit C to Paying Agent Agreement
Dated April • 2012**

Form of Letter of Transmittal

**Exhibit D to Paying Agent Agreement
Dated April • 2012**

Paying Agent Agreement Fee Schedule

**Exhibit E to Paying Agent Agreement
Dated April • 2012**

**Names and Specimen Signatures of Persons Authorized
to Act on Behalf of the Company and GPM Life**

EXCHANGE AGENT AGREEMENT
(Merger Agreement)

April • 2012

Washington Trust Bank
Corporate Trust Department
West 717 Sprague Avenue
Spokane, WA 99201

Attn: Diana Henke

Ladies and Gentlemen:

North Coast Life Insurance Company, a Washington corporation (the "Company"), and Government Personnel Mutual Life Insurance Company, a Texas mutual life insurance company ("GPM Life") hereby request that you act as Exchange Agent ("Exchange Agent") with respect to payments that are to be made to the holders (the "Common Shareholders") of shares of the Company's outstanding common stock other than shares held by GPM Life (the "Outstanding Common Shares") upon the consummation of the merger (the "Merger") of the Company and GPM Merger Corporation, a Washington corporation and wholly-owned subsidiary of GPM Life (the "Merger Sub"), pursuant to a Plan and Agreement of Merger dated April •, 2012 (the "Merger Agreement") by and among the Company, certain controlling shareholders of the Company identified therein and on Exhibit A hereto (the "Controlling Shareholders"), Merger Sub and GPM Life. Pursuant to the Merger Agreement, as of the effective date of the Merger (the "Effective Date"), Merger Sub will be merged with and into the Company, and all of the Outstanding Common Shares shall be converted into the right to receive cash in the amount of \$7.66 per share (the "Common Share Merger Price"). Capitalized terms not defined herein shall have the meaning as set forth in the Merger Agreement.

As used herein, the term "Common Shareholders" shall mean the holders of record of the Outstanding Common Shares of the Company (other than GPM Life) as shown on the Common Shareholders List (as defined below) dated as of the Effective Date.

On the Effective Date, GPM will irrevocably deposit with you, by wire transfer of immediately available funds, an amount sufficient to fund the exchange of all of the Outstanding Common Shares for cash, pursuant to Section 1.03 of the Merger Agreement, which shall be held by you in an account to fund the exchange of the Outstanding Common Shares for cash equal to the Common Merger Price (the "Merger Account.") Within five (5) days after the Effective Date, if not earlier, the Company will furnish you with a list of the Common Shareholders of record as of the Effective Date (the "Common Shareholders List") prepared by the Company, in its capacity as transfer agent showing each Common Shareholder's name, address, number of shares held and taxpayer identification number ("TIN").

In your capacity as Exchange Agent, and pursuant to the terms of the Merger Agreement and this Exchange Agent Agreement, you will from time to time receive letters of transmittal in the form annexed hereto as Exhibit B (the "Letters of Transmittal") from the Common Shareholders, accompanied by share certificate(s) representing the Outstanding Common Shares held by such Common Shareholders. Subject to the terms and conditions of this Exchange Agent Agreement, you are authorized and directed to accept such Letters of Transmittal and to promptly pay, from funds held in the Merger Account, cash in the amount of the Common Share Merger Price to such Common Shareholders in exchange for shares of Common Stock sent to you by the Common Shareholders in accordance with the provisions of the Letters of Transmittal, and to act in accordance with the following instructions:

1. Upon receipt from a Common Stockholder of a Letter of Transmittal properly completed and executed in accordance with the instructions specified on pages 3, 4 and 5 thereof, accompanied by a share certificate or certificates representing all of the Common Shares shown on the Common Shareholders List as being owned of record as of the Effective Date by such Common Shareholder, you shall:

(a) in the case of a Common Shareholder who is not a Controlling Shareholder, remit payment of the Common Share Merger Price to such Common Shareholder (or pursuant to the Special Payment Instructions of such Letter of Transmittal); and

(b) in the case of a Common Shareholder who is a Controlling Shareholder, deposit twenty-five percent (25.0%) of the Common Share Merger Price into the indemnification escrow account established and maintained at Washington Trust Bank pursuant to subsection 2.6(d) of the Common Stock and Surplus Debenture Subscription Agreement among the Controlling Shareholders, the Company and GPM Life dated April 9, 2012 (the "Indemnification Escrow Account") and remit the remaining seventy-five percent (75.0%) of the Common Share Merger Price to such Controlling Shareholder (or pursuant to the Special Payment Instructions of such Letter of Transmittal).

2. You will follow your regular procedures to attempt to reconcile any discrepancies between the number of Common Shares that any Letter of Transmittal delivered by a Common Shareholder may indicate are owned by such Common Shareholder and the number of Common Shares that the Common Shareholders List indicates such Common Shareholder owned of record as of the Effective Date. In any instance where you cannot reconcile such discrepancies by following such procedures, you will consult with Randall | Danskin, P.S., counsel to the Company, for instructions as to the number of Common Shares to be used in calculating payment to such Common Shareholder. In the absence of such instructions, you are authorized not to make any payments in respect of any Letter of Transmittal submitted by a Common Shareholder containing a discrepancy.

3. (a) On or before January 31st of the year following the year that any person receives any payment hereunder, you will prepare and mail to each such person, other than persons who demonstrate their status as nonresident aliens in accordance with United States Treasury

Regulations ("Foreign Stockholders"), a Form 1099-B reporting the payment of the Common Share Merger Price as of the year of payment, in accordance with United States Treasury Regulations. You will also prepare and file copies of such Forms 1099-B by magnetic tape with the Internal Revenue Service on or before February 28th of the year following the year of the payment, in accordance with United States Treasury Regulations.

(b) Should any issue arise regarding federal income tax reporting or withholding, you will take such action as Randall | Danskin, P.S., counsel to the Company, instructs you in writing.

4. (a) The Company and GPM Life may terminate this Exchange Agent Agreement at any time by so notifying you in writing. You may terminate this Exchange Agent Agreement upon 30 days' prior notice to the Company and GPM Life. Unless so terminated, this Exchange Agent Agreement shall continue in effect until September 30, 2012 (the "Termination Date"), unless expressly extended in writing by the Company, GPM Life and you.

(b) In the event this Exchange Agent Agreement is terminated prior to the Termination Date, the Company and GPM Life shall appoint a successor Exchange Agent (which may not be the Company, GPM Life, or their respective agents or affiliates), and inform you of the name and address of any successor Exchange Agent, and you shall promptly remit all funds held in the Merger Account to the successor Exchange Agent; *provided*, that no failure by the Company and GPM Life to appoint such a successor Exchange Agent shall affect the termination of this Exchange Agent Agreement or the discharge of you as Exchange Agent hereunder.

(c) In the event this Exchange Agent Agreement is terminated prior to the Termination Date and the Company shall not have appointed a successor Exchange Agent, then you shall return the stock certificates and disburse the funds held by you in the Merger Account to the Company.

(d) Sections 7, 10 and 11 of this Exchange Agent Agreement shall survive any termination of this Exchange Agent Agreement.

5. As agent for the Company and GPM Life hereunder you:

(a) shall have no duties or obligations other than those specifically set forth herein or as may subsequently be agreed to in writing by you, the Company, and GPM Life;

(b) shall have no obligation to make payment for any payments of the Common Share Merger Price unless GPM Life shall have provided the necessary federal or other immediately available funds to pay in full amounts due and payable with respect thereto;

(c) shall not be obligated to take any legal action hereunder, if, however, you determine to take any legal action hereunder, and, where the taking of such action might, in your judgment, subject or expose you to any expense or liability, you shall not be required to act unless you shall have been furnished with an indemnity satisfactory to you;

(d) may rely on, and be fully authorized and protected in acting upon any certificate, instrument, opinion, notice, letter, telegram, telex, facsimile transmission or other document or security delivered to you and believed by you to be genuine and to have been signed by the proper party or parties;

(e) shall not be liable or responsible for any recital or statement contained in the Merger Agreement or any other documents relating thereto;

(f) shall not be liable or responsible for any failure of the Company, the Controlling Shareholders or GPM Life to comply with any of its or their obligations relating to the Merger Agreement;

(g) may rely on and shall be authorized and protected in acting upon the written, telephonic and oral instructions with respect to any matter relating to you acting as Exchange Agent covered by this Exchange Agent Agreement (or supplementing or qualifying any such actions) received from any authorized officers of the Company and GPM Life;

(h) may consult counsel satisfactory to you, and the advice of such counsel shall be full and complete authorization and protection in respect to action taken, suffered or omitted by you hereunder in good faith and in accordance with the advice of such counsel;

(i) may perform any of your duties hereunder either directly or by or through agents or attorneys and you shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with reasonable care by you hereunder; and

(j) are not authorized, and shall have no obligation, to pay any brokers, dealers or soliciting fees to any person.

6. In the event any question or dispute arises with respect to the proper interpretation of the Merger Agreement or your duties hereunder or the rights of the Company, GPM Life or the Controlling Shareholders, or of any other Common Shareholder, you shall not be required to act and shall not be held liable or responsible for your refusal to act until the question or dispute has been (i) judicially settled (and you may, if you in your sole discretion deem it advisable, but shall not be obligated to, file a suit in interpleader or for a declaratory judgment for such purpose) by final judgment rendered by a court of competent jurisdiction, binding on all stockholders and parties interested in the matter, which is no longer subject to review or appeal, or (ii) settled by a written document in form and substance satisfactory to you and executed by the Company, GPM Life and each such Controlling Shareholder or Common Shareholder which may be a party to such question or dispute or which may have an interest in the settlement.

7. Any instructions given to you orally, as permitted by any provision of this agreement, shall be confirmed in writing by the Company and GPM Life as soon as practicable. You shall not be liable or responsible and shall be fully authorized and protected for acting in accordance with any oral instructions which do not conform with the written confirmation received in accordance with this section.

8. Whether or not any payments of the Common Share Merger Price are required to be made by you, for your services as Exchange Agent hereunder, the Company shall pay you compensation in accordance with the fee schedule attached as Exhibit C hereto, together with reimbursement for out-of-pocket expenses, including reasonable fees and disbursements of your counsel.

9. The Company and GPM Life covenant and agree to indemnify and hold you and your officers, directors, employees, agents, contractors, subsidiaries and affiliates harmless from and against any loss, liability, damage, or expense incurred without (a) negligence, willful misconduct or bad faith or (b) as a result of your acting upon the Company's and/or GPM Life's instructions, arising out of or in connection with the Merger Agreement, this Exchange Agent Agreement or the administration of your duties hereunder, including without limitation the costs and expenses of defending and appealing against any action, proceeding, suit or claim in the premises. In no case shall the Company or GPM Life be liable under this indemnity with respect to any action, suit, proceeding or claim against you unless the Company and GPM Life shall be notified by you, by letter or by facsimile transmission confirmed by letter, of the written assertion of an action, suit, proceeding or claim made or commenced against you, promptly after you shall have been served with the summons or other first legal process or have received the first written assertion giving information as to the nature and basis of the action, proceeding, suit or claim, but failure to so notify the Company and GPM Life shall not release the Company or GPM Life of any liability which may otherwise have on account of this Exchange Agent Agreement, except to the extent it is prejudiced by such failure. The Company and GPM Life shall be entitled to participate at their own expense in the defense of any such action, suit, proceeding or claim. Anything in this Exchange Agent Agreement to the contrary notwithstanding, in no event shall the Company or GPM Life be liable to you for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if you have been advised of the likelihood of such loss or damage and regardless of the form of action.

10. Set forth in Exhibit D hereto is a list of the names and specimen signatures of the persons authorized to act for the Company and GPM Life under this Exchange Agent Agreement. The corporate secretaries of the Company and GPM Life, respectively, shall, from time to time, certify to you the names and signatures of any other persons authorized to act for the Company and GPM Life under this Exchange Agent Agreement.

11. In the event that any claim of inconsistency between this Exchange Agent Agreement and the terms of the Merger Agreement arise, the terms of the Merger Agreement shall control, except with respect to the duties, liabilities and rights, including compensation and indemnification, of you as Exchange Agent, which shall be controlled by the terms of this Exchange Agent Agreement.

12. If any provision of this Exchange Agent Agreement shall be held illegal, invalid or unenforceable by any court, this Exchange Agent Agreement shall be construed and enforced as if such provision had not been contained herein and shall be deemed an agreement among us to the full extent permitted by the applicable law.

13. The Company and GPM Life each represents and warrants that (a) it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) the execution, delivery and performance of all transactions contemplated by this Exchange Agent Agreement have been duly authorized by all necessary corporate action and will not result in a breach of or constitute a default under the certificate of incorporation or bylaws of the Company or GPM Life, or any indenture, agreement or instrument to which it is a party or is bound, (c) this Exchange Agent Agreement has been duly executed by a duly authorized officer and delivered by each of the Company and GPM Life and constitutes a legal, valid, binding and enforceable obligation of it, (d) the Merger will comply in all material respects with all applicable requirements of law, and (e) to the best of its knowledge, there is no litigation pending or threatened as of the date hereof that seeks to enjoin or otherwise contests the Merger.

14. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, by hand or by a reputable nationwide overnight express service, addressed, as follows:

If to the Company:

North Coast Life Insurance Company
P.O. Box 1445
Spokane, WA 99210-1445
Attention: Robert J. Ogden, President
Facsimile: (509) 747-8569

with a copy (which shall not constitute notice) to:

Randall | Danskin, P.S.
1500 Bank of America Financial Center
601 West Riverside Avenue
Spokane, WA 99201-0365
Attention: Douglas Siddoway, Esq.
Facsimile: (509) 624-2528

and if to the Controlling Shareholders:

North Coast Life Insurance Company
P.O. Box 1445
Spokane, WA 99210-1445
Attention: Robert J. Ogden, President
Facsimile: (509) 747-8569

with a copy (which shall not constitute notice) to:

Reed & Giesa, P.S.
222 North Wall Street, Suite 410
Spokane, WA 99201
Attention: Timothy J. Giesa
Facsimile: (509) 838-6341

and if to GPM Life:

Government Personnel Mutual Life Insurance Company
GPM Life Building
2211 N.E. Loop 410
PO Box 659567
San Antonio, TX 78265-9567
Attention: Peter J. Hennessey III, CLU, FLMI, Chairman, President & CEO
Facsimile: (210) 357-2216

with a copy (which shall not constitute notice) to:

Thompson, Coe, Cousins & Irons, LLP
701 Brazos, Suite 1500
Austin, TX 78701
Attention: David D. Knoll, Esq.
Facsimile: (512) 708-8777

and if to Exchange Agent:

Washington Trust Bank
Corporate Trust Department
West 717 Sprague Avenue
Spokane, WA 99201
Attention: Diana Henke
Facsimile: (509) 353-2278

or such other address as shall be furnished in writing by a party, and any such notice or communication shall be deemed to have been given as of the date personally given or the date so mailed (except that a notice of change of address shall not be deemed to have been given until received by the addressee).

15. This Exchange Agent Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to conflict of laws, rules or principles, and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided that this Exchange Agent Agreement may not be assigned by any party without the prior written consent of all other parties.

16. No provision of this Exchange Agent Agreement may be amended, modified or waived, except in writing signed by both parties.

Please acknowledge receipt of this letter and confirm your agreement concerning your appointment as Exchange Agent, and the arrangements herein provided, by signing and returning the enclosed copy hereof, whereupon this Exchange Agent Agreement and your acceptance of the terms and conditions herein provided shall constitute a binding agreement among us.

Very truly yours,

NORTH COAST LIFE INSURANCE COMPANY

By: _____
Robert J. Ogden., its President

GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY

By: _____
Peter J. Hennessey III, CLU, FLMI
Its Chairman, President & CEO

Accepted as of the date above first written:

WASHINGTON TRUST BANK
as Exchange Agent

By: _____
Corporate Trust Officer

By: _____
Corporate Trust Officer

Exhibit A to Exchange Agent Agreement
Dated April • 2012

Controlling Shareholders

*Transfer Agent's
Account Number*

Name and Address of Shareholder

*Number of
Common Shares*

Exhibit B to Exchange Agent Agreement
Dated April • 2012

Form of Letter of Transmittal

**Exhibit C to Exchange Agent Agreement
Dated April • 2012**

Exchange Agent Agreement Fee Schedule

**Exhibit D to Exchange Agent Agreement
Dated April • 2012**

**Names and Specimen Signatures of Persons Authorized
to Act on Behalf of the Company and GPM Life**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is entered into as of April • 2012, by and among GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY, a Texas mutual life insurance company ("GPM Life"); certain Controlling Shareholders of NORTH COAST LIFE INSURANCE COMPANY, a Washington life insurance company (the "Company") who are identified on the signature page of this Escrow Agreement (the "Controlling Shareholders"); and WASHINGTON TRUST BANK, a Washington-chartered banking institution with offices in Spokane, Washington (the "Escrow Agent").

RECITALS:

A. GPM Life and the Controlling Shareholders (and the other parties thereto) have entered into (a) a Common Stock and Surplus Debenture Subscription Agreement dated as of April • 2012 (the "Subscription Agreement") and (b) a Plan and Agreement of Merger dated as of April • 2012 (the "Merger Agreement") providing for (i) the acquisition by GPM Life of 763,017 shares of the common stock, par value \$3.01 per share of the Company and a surplus debenture of the Company in the face amount of \$469,115, and (ii) the merger of GPM Life's wholly-owned subsidiary, GPM Merger Corporation, a Washington corporation (the "Merger Sub") with and into the Company, which shall be the "Surviving Corporation" of the merger, and the conversion of each of the shares of common stock of the Company (other than shares owned by GPM Life) outstanding at the Effective Time (as defined in the Merger Agreement) of the merger into the right to receive cash in the amount of the Common Share Merger Price (as defined in the Merger Agreement). The Subscription Agreement and the Merger Agreement are sometimes hereinafter referred to as the "Transaction Agreements."

B. In conjunction with the consummation of the transactions contemplated by the Transaction Agreements, the Controlling Shareholders have agreed that certain sums due and payable to the Controlling Shareholders under the Transaction Agreements be delivered to and deposited with the Escrow Agent (the "Escrow Deposits") in cash, representing a portion of the Redemption Price (as defined in the Subscription Agreement) and the Merger Price (as defined in the Merger Agreement) due and payable to the Controlling Shareholders which Escrow Deposits are to be held in escrow as security for the indemnification obligations of the Controlling Shareholders under the Transaction Agreements, and in accordance with this Escrow Agreement.

C. GPM Life and the Controlling Shareholders desire the Escrow Agent to hold and dispose of the Escrow Deposits (as defined herein), and the Escrow Agent has agreed to do so, on the terms and conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows and the Escrow Agent is hereby instructed to act in accordance with this Escrow Agreement:

1. Appointment of Escrow Agent. GPM Life and the Controlling Shareholders hereby appoint the Escrow Agent as escrow agent, and the Escrow Agent hereby accepts its appointment and agrees to act as escrow agent pursuant to this Escrow Agreement.

2. Escrow Deposit. On or before the date of this Escrow Agreement, the Controlling Shareholders have, in accordance with Section 2.6(c) of the Subscription Agreement, directed the Paying Agent (as defined in the Subscription Agreement) to deposit, in cash, with the Escrow Agent into an escrow account (the "Indemnification Escrow Account") one-quarter (25.0%) of the Redemption Price (as defined in the Subscription Agreement) due and payable to them in connection with the redemption by the Company of certain shares of Preferred Stock held by them; and have, in accordance with Section 2.6(c) of the Subscription Agreement and Section 1.03(b) of the Merger Agreement, directed the Exchange Agent (as defined in the Merger Agreement) to deposit, in cash, with the Escrow Agent in the Indemnification Escrow Account, on and after the Effective Date of the Merger Agreement, one-quarter (25.0%) of the Common Share Merger Price (as defined in the Merger Agreement) due and payable to the Controlling Shareholders (such amounts, together with interest or other income earned thereon, the "Escrow Deposit"). The Escrow Deposit will be held by the Escrow Agent until utilized to reimburse the Surviving Corporation and the GPM Indemnified Parties, or to be delivered to the Controlling Shareholders pursuant to the terms hereof. The Escrow Agent, by its execution of this Escrow Agreement, hereby acknowledges its agreement to the receipt of the Escrow Deposit and agrees to act with respect thereto as hereinafter set forth.

3. Investment of Escrow Deposit. The Escrow Agent is authorized and directed to invest and reinvest the Escrow Deposit in (i) the Federated U.S. Treasury Cash Reserve Fund, provided such fund maintains a rating by Moody's Investors Service, Inc. or by Standard & Poor's Corporation at least equal to "A", or (ii) such other investment specifically designated jointly in writing by GPM Life and the Controlling Shareholders. The Escrow Deposit shall be invested at all times during the term of this Escrow Agreement, except when such investments are liquidated and cash is held by the Escrow Agent, immediately pending payment of any amount from the Escrow Account as provided in this Escrow Agreement. GPM Life and the Controlling Shareholders hereby acknowledge that the Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of the Escrow Deposit made by it in accordance with this Section 3 or realized as a result of the liquidation of any such investment, absent willful misconduct, bad faith or gross negligence on the part of the Escrow Agent.

4. Disbursements. All disbursements by the Escrow Agent of the Escrow Deposit held by it under this Agreement shall, at the option of the recipient, be by bank or cashiers checks or by wire transfer of immediately available funds to such bank account or bank accounts as shall be designated in writing by the recipient thereof.

5. Claims Against the Escrow Deposit. Pursuant to the provisions of Article Ten of the Merger Agreement and Article X of the Subscription Agreement, the Escrow Agent is authorized to release and deliver the Escrow Deposit held by it under this Agreement as follows:

(a) Direct Claims. If GPM Life believes that the Surviving Corporation (as defined in the Merger Agreement) or any GPM Indemnified Party is entitled to indemnification for any Losses (as defined in the Transaction Agreements) pursuant to either Section 10.03(a) of the Merger Agreement or Section 10.3 of the Subscription Agreement, GPM Life shall deliver contemporaneously to the Escrow Agent and to the Controlling Shareholders an Indemnity Notice (as defined in the Transaction Agreements) specifying the amount of any such Damages and the basis of GPM Life's claim for indemnification with reasonable specificity to permit the Controlling Shareholders to identify such claim and the basis therefore, in accordance with the provisions of the Transaction Agreements. If the Controlling Shareholders shall object to all or any part of any Direct Claim specified by GPM Life, the Controlling Shareholders will so notify GPM Life and the Escrow Agent in writing within thirty (30) days from the date of receipt by the Controlling Shareholders of such Indemnity Notice from GPM Life. If the Controlling Shareholders do not object to GPM Life's Direct Claim within such thirty (30) day period, promptly thereafter the Escrow Agent will pay to GPM Life, from the Indemnification Escrow Account, the amount of Losses specified by GPM Life in such Indemnity Notice. If the Controlling Shareholders shall object to GPM Life's claim within such thirty (30) day period, the Escrow Agent will continue to hold in the Indemnification Escrow Account the amount of the Losses specified in the Indemnity Notice until it receives further notice both from the Controlling Shareholders and from GPM Life as to the final resolution of the dispute between them as to any such Direct Claim, whereupon the Escrow Agent promptly will pay to GPM Life, from the Indemnification Escrow Account, that portion of the Losses, if any, resolved to be due GPM Life, and the remaining amount of the Escrow Deposit, if any, shall continue to be held by the Escrow Agent or otherwise delivered in accordance herewith. If any such dispute results in arbitration or litigation and is not settled or otherwise resolved, the Escrow Agent will continue to hold in the Indemnification Escrow Account the amount of the Losses specified in the Indemnity Notice and will not be required to make any delivery thereof until an Order (hereinafter defined) is rendered in such arbitration or litigation, at which time the Escrow Agent will deliver to GPM Life the amount of any award to it thereunder, and the remaining amount of the Escrow Deposit, if any, shall continue to be held by the Escrow Agent or otherwise delivered in accordance herewith.

(b) Third-Party Claims. If GPM Life or the Surviving Corporation shall receive notice of any Third-Party Claim (as defined in Section 10.03(a) of the Merger Agreement or Section 10.3 of the Subscription Agreement) for which the Surviving Corporation or any GPM Indemnified Party may become entitled to indemnification pursuant to the Transaction Agreements for any Losses, GPM Life shall deliver to the Escrow Agent and the Controlling Shareholders a written Claim Notice (as defined in the Transaction Agreements) and a copy of any notice from such third party, specifying the amount of any Losses believed to be due the Surviving Corporation or any GPM Indemnified Party by reason of such Third-Party Claim and the basis of GPM Life's claim for indemnification. The Escrow Agent will continue to hold in the Escrow Account the amount of no less than the Losses as therein specified or the entire Escrow Deposit, whichever is less, until it receives notice from GPM Life and the Controlling Shareholders as to the final resolution of any such Third-Party Claim, whereupon the Escrow Agent promptly will pay to the Surviving Corporation or GPM Indemnified Party, from the Escrow Account, that portion of the Damages, if any, resolved to be due the Surviving Corporation or the GPM Indemnified Party, and the remaining amount of the Escrow Deposit, if any, shall continue to be held by the Escrow Agent or otherwise delivered in accordance herewith. If any such dispute results in arbitration or litigation and is not settled or otherwise resolved, the Escrow Agent will continue to hold in the Escrow Account in the amount of no less than the Losses as herein provided or the entire Escrow Deposit, whichever is less, and will not be required to make any delivery thereof until an Order is rendered in such arbitration or litigation, at which time the Escrow Agent will deliver to the Surviving Corporation or the GPM Indemnified Party, from the Escrow Account, the amount of any award or judgment to it thereunder, and the remaining amount of the Escrow Deposit, if any, shall continue to be held by the Escrow Agent or otherwise delivered in accordance herewith.

(c) Final Release of Escrow Deposit. On the date that is two years following the Effective Date of the Merger Agreement (the "Anniversary Date"), and provided that there are no Direct Claims or Third-Party Claims pending on the Anniversary Date for which an Indemnity Notice or Claim Notice has been delivered to the Escrow Agent, the Escrow Agent shall deliver to each Controlling Shareholder, from the Indemnification Escrow Account, an amount equal to such Controlling Shareholder's proportional share of the balance of the Escrow Deposit (determined by multiplying the balance of the Escrow Deposit by a fraction, the numerator of which is the Redemption Price and Common Share Merger Price payable to such Controlling Shareholder and the denominator of which is the Redemption Price and Common Share Merger Price payable to all of the Controlling Shareholders combined), together with accrued interest thereon. If there is any Direct Claim or Third-Party Claim for indemnification made and outstanding on the Anniversary Date for which the Controlling Shareholders may have an obligation to provide indemnification to the Surviving Corporation or any GPM Indemnified Party pursuant to the Transaction Agreements, the Escrow Agent shall deliver to the Controlling Shareholders, from the Escrow Account, an

amount equal to the Escrow Deposit, less an amount equal to the sum of all amounts as may be reasonably necessary to pay and satisfy all Losses specified in any Indemnity Notice or Claim Notice that has been submitted by GPM Life to the Escrow Agent. Any questions relating to the sufficiency of any amount to be retained within the Escrow Account beyond the Anniversary Date shall be resolved liberally in favor of GPM Life. Upon the payment and satisfaction or other resolution of all Direct Claims or Third-Party Claims pending on the Anniversary Date (for which an Indemnity Notice or Claim Notice has been delivered to the Escrow Agent), the balance, if any, of the Escrow Deposit, including accrued interest thereon, shall be released by the Escrow Agent from the Indemnification Escrow Account and delivered to the Controlling Shareholders.

6. Termination. This Escrow Agreement shall terminate, and the Indemnification Escrow Account shall be closed, upon delivery of the entire amount of the Escrow Deposit (including interest thereon) in accordance herewith, provided that the provisions of Section 8 shall survive the termination hereof.

7. Delivery of Escrow Deposit. The Controlling Shareholders will be entitled to delivery of the Escrow Deposit solely in accordance with the terms hereof. Except as may otherwise be lawfully determined, no creditor of the Controlling Shareholders will have any rights in or to the Escrow Deposit so long as it remains subject to the terms of this Escrow Agreement.

8. Duties of the Escrow Agent; Fees. GPM Life agrees to bear the cost and to pay to the Escrow Agent the fees and expenses set forth on Exhibit A, and hereby agrees to pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. Acceptance by the Escrow Agent of its duties under this Escrow Agreement is subject to the following terms and conditions, which the parties to this Escrow Agreement hereby agree will govern and control the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

(a) the duties and obligations of the Escrow Agent shall be determined solely by the provisions of this Escrow Agreement and the Escrow Agent shall be responsible only for the performance of such duties and obligations as are specifically set out in this Escrow Agreement;

(b) the Escrow Agent shall be fully protected in acting on and relying upon any written advice, certificate, notice, direction, instruction, request, or other paper or document which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by the proper party or parties, and may assume that any person purporting to give such advice, certificate, notice, direction, instruction, request or other paper or document has been duly authorized to do so. The Escrow Agent assumes no responsibility for the accuracy of the recitals thereof;

(c) the Escrow Agent shall not be liable for any mistake in fact, or law, or otherwise, absent willful misconduct, bad faith or gross negligence;

(d) the Escrow Agent may seek the advice of legal counsel in the event of any dispute, arbitration or question as to the construction of any of the provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and will be fully protected by GPM Life and the Controlling Shareholders in respect of any action taken, omitted or suffered by it in good faith in accordance with the opinion of such counsel; and,

(e) Subject to the terms and conditions set forth in Section 9, GPM Life and the Controlling Shareholders agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Escrow Agreement (including without limitation enforcement of this Escrow Agreement), absent willful misconduct, bad faith or gross negligence of the Escrow Agent.

9. Controversy. In the event of any disagreement related to the Escrow Deposit or in the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims, or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement or any matter involved herein or affected hereby, the Escrow Agent shall be entitled at its sole option to refuse to comply with any such instructions, claims, or demands, and its sole obligation shall be to keep safely all property held in escrow, so long as such disagreement or uncertainty shall continue; the Escrow Agent may refuse to make delivery of any assets in its possession to any or all of the claimants, and the Escrow Agent shall not be or become liable to any claimant by reason of any failure or refusal to comply with such conflicting instructions, claims or demands or to deliver assets as demanded. The Escrow Agent may continue to refuse to take any action, irrespective of the time which elapses during which such disagreement or uncertainty continues, until the Escrow Agent shall be directed otherwise in writing by:

(a) authorization executed by GPM Life, on the one hand, and the Controlling Shareholders, on the other hand; or

(b) an Order of an arbitrator, appointed pursuant to the mutual written agreement of GPM Life and the Controlling Shareholders directing a specific distribution of all or any portion of the Escrow Deposit; or

(c) a certified or file-stamped copy of an Order of a court directing a specific distribution of all or any portion of the Escrow Deposit.

Upon receipt of any such document, the Escrow Agent shall act within a reasonable time according to its terms, thereby being relieved from any duty, responsibility, or liability arising from the disputed claim or from the terms of this Agreement. The Escrow Agent may conclusively rely on any such written instructions,

and shall be fully protected and indemnified in taking any action in reliance thereon. All actions taken by the Escrow Agent pursuant to any court order shall be conclusively presumed to be taken in good faith. The Escrow Agent shall be held harmless for any action taken pursuant to, and in accordance with a written order of any court or arbitrator, even if such order is appealable or, without the actual knowledge of the Escrow Agent, such order has been reversed, withdrawn, or modified or is not effective for any other reason (an "Order"). In no event shall the Escrow Agent be required to file an interpleader or similar type of action or to defend any action or legal proceeding filed against it, but it may do so in its sole discretion. The Escrow Agent is hereby authorized to petition the Superior Court of Spokane County, Washington or the United States District Court for the Eastern District of Washington, each located in Spokane, Washington, for instructions or to interplead the Escrow Deposit or assets so held into such court. GPM Life and the Controlling Shareholders agree to the jurisdiction of either of said courts over their persons as well as the Escrow Deposit. GPM Life hereby binds and obligates itself to pay the Escrow Agent, in addition to any charge made hereunder for acting as Escrow Agent, reasonable attorneys' fees incurred by the Escrow Agent, and any other disbursements, expenses, losses, costs and damages in connection with or resulting from all such actions referred to in this Section 9.

10. Resignation of Escrow Agent. The Escrow Agent and any successor escrow agent, as the case may be, may resign its duties and be discharged from all further duties and obligations hereunder at any time upon giving thirty (30) days' prior written notice to GPM Life and the Controlling Shareholders. GPM Life and the Controlling Shareholders shall thereupon jointly designate a successor escrow agent hereunder within said thirty (30) day period, to whom the Escrow Agent shall deliver the Escrow Deposit. In the absence of such a joint designation of a successor escrow agent, the Escrow Agent shall, without further liability or responsibility, retain the Escrow Deposit as custodian thereof until otherwise directed by GPM Life and the Controlling Shareholders jointly. The Escrow Agent's sole responsibility until such direction shall be to keep safely the Escrow Deposit and to deliver the same to such person or entity as designated by GPM Life and the Controlling Shareholders. Upon final delivery of the Escrow Deposit, the Escrow Agent shall be released from any and all liability under this Agreement.

11. Notices. Any notice or other communication required or permitted hereunder shall be effective only if it is in writing and delivered personally or sent by telecopy or mailed by registered or certified mail, return receipt requested (air mail if to a point overseas from the point of mailing), postage prepaid addressed as follows:

If to GPM Life:

Government Personnel Mutual Life Insurance Company
GPM Life Building
2211 N.E. Loop 410
PO Box 659567
San Antonio, TX 78265-9567
Attention: Peter J. Hennessey III, CLU, FLMI, Chairman, President & CEO
Facsimile: (210) 357-2216

with a copy (which shall not constitute notice) to:

Thompson, Coe, Cousins & Irons, LLP
701 Brazos, Suite 1500
Austin, TX 78701
Attention: David D. Knoll, Esq.
Facsimile: (512) 708-8777

and if to the Controlling Shareholders:

North Coast Life Insurance Company
P.O. Box 1445
Spokane, WA 99210-1445
Attention: Robert J. Ogden, President
Facsimile: (509) 747-8569

with a copy (which shall not constitute notice) to:

Reed & Giesa, P.S.
222 North Wall Street, Suite 410
Spokane, WA 99201
Attention: Timothy J. Giesa
Facsimile: (509) 838-6341

and if to the Escrow Agent:

Washington Trust Bank
Corporate Trust Department
West 717 Sprague Avenue
Spokane, WA 99201
Attention: Diana Henke
Facsimile: (509) 353-2278

or to such other address as any such party may designate by notice given to the other parties and shall be deemed to have been given as of the date received. All notices given by telecopy shall be promptly confirmed by the mailing (by first class mail) of a letter in respect thereof. All notices hereunder shall be effective on the date given if hand delivered or telecopied (subject to confirmation of receipt) or on the third day following deposit thereof in the U.S. mails, properly addressed and postage prepaid.

12. Entire Agreement. This Escrow Agreement (together with the other agreements and documents referred to herein) constitutes the entire understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. No assignment, amendment or modification of the terms of this Escrow Agreement shall be binding or effective unless expressed in writing and signed by each party.

13. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law.

14. Counterparts. This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Binding Effect; No Assignment; Amendment. This Agreement may be modified or amended only by a writing duly executed by each party hereto. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any right or obligation hereunder shall be assignable by either party without the written consent of the other party hereto.

16. Captions; Definitions. The titles or captions of sections contained in this Escrow Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Escrow Agreement or the intent of any provision hereof. All capitalized terms used in this Escrow Agreement shall have the meanings given them in this Agreement; capitalized terms used and not otherwise defined in this Escrow Agreement shall have the meanings given them in the Transaction Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first above written.

GPM LIFE:

Government Personnel Mutual Life
Insurance Company,
a Texas mutual life insurance company

By: _____

Peter J. Hennessey III, CLU, FLMI,
Its Chairman, President and CEO

THE CONTROLLING SHAREHOLDERS:

C. Robert Ogden

Robert J. Ogden

Douglas H. Ogden

David M. Ogden

R.J. Martin Mortgage Company,
a Washington corporation

By: _____

C. Robert Ogden, its President

W. 1116 Riverside Partners,
a Washington general partnership

By: _____

C. Robert Ogden, its managing partner

ESCROW AGENT:

WASHINGTON TRUST BANK,
A Washington-chartered financial institution

By: _____
Corporate Trust Officer

By: _____
Corporate Trust Officer

**Exhibit A to Escrow Agreement
Dated April • 2012**

Escrow Agreement Fee Schedule



CERTIFICATE OF CORPORATE ACTION

I hereby certify that at a meeting of the Board of Directors of Government Personnel Mutual Life Insurance Company (GPM), a Corporation organized and existing under and by virtue of the laws of the State of Texas, held on the 8th day of December, 2011, at which meeting a quorum was present and acting throughout, the action below was taken, appears in the minutes of GPM, and now is in full force and effect:

"Pamela A Hutchins described the status of negotiations for GPM's purchase of the stock of North Coast Life Insurance Company. C. Alan Ferguson then outlined the structure of the proposed acquisition, speaking from the outline attached as Exhibit 'E' (Attachment 1 to this Certificate). After circulating to the Board the documents mentioned in the outline (Attachments 2, 3 and 4 to this Certificate), Eugene E. Habiger moved that since the Board of Directors has heard an explanation of, and has seen drafts of the a) Common Stock and Surplus Debenture Subscription Agreement (Attachment 2 to this Certificate), b) Shareholders' Agreement (Attachment 3 to this Certificate), and c) Plan and Agreement of Merger (Attachment 4 to this Certificate), for the redemption of all of the preferred shares, and the purchase by GPM of all of the common shares of stock of North Coast Life Insurance Company, and since the key elements (Attachment 1 to this Certificate) of the redemption, merger and purchase, including the estimated total price to GPM of \$12 million have been explained to the satisfaction of the Board of Directors, 1) the Board of Directors approve the redemption and merger processes, and the purchase by GPM of all of the shares of the common stock of North Coast Life Insurance Company, and 2) the GPM Executive Committee be empowered to agree to a) reasonable modifications of the mentioned Agreements, b) reasonable terms of i) a Surplus Debenture and ii) Articles of Merger, neither of which has been prepared, and c) reasonable changes in the total estimated price to GPM, but not to exceed an increase of more than 5% without further consultation with a quorum of the Board, and 3) any two (or more if required) members of the GPM Executive Committee be empowered to sign the final versions of all Agreements and any applications or other documents required for states' approval of the purchase. This motion was seconded by R. Clark Boddy, and carried unanimously."

I further certify that the members of the GPM Executive Committee are Peter J. Hennessey III, C. Alan Ferguson, Pamela A Hutchins, and Peter J. Hennessey IV.

I further certify that such action is not inconsistent with the Charter or Bylaws of this Corporation, nor with the laws of Texas.

18th In witness whereof, I have hereunto set my hand and the Seal of said Corporation this day of May, 2012.



C. Alan Ferguson
Senior Vice President, General Counsel
and Secretary

PROPOSED ACQUISITION OF NORTH COAST LIFE INSURANCE COMPANY (NCL)—OUTLINE

This is an outline of the steps GPM would take to acquire all of the stock of NCL. With GPM Board approval, three major agreements and approval by the states of Washington and California are involved.

GPM wants to acquire all of the 736,983 shares of common stock of NCL that are currently outstanding. However, NCL also has 360,790 shares of redeemable preferred stock outstanding, with accrued undeclared and unpaid dividends which accrue each quarter. GPM wants NCL to redeem the preferred.

NCL does not have capital to redeem the preferred stock, so GPM must fund that; the estimated cost (\$10/share plus such unpaid dividends) is a little more than \$6,300,000 as of 12-31-11. GPM would enter in to a "Common Stock and Surplus Debenture Subscription Agreement" with NCL and "the Ogden group," in which GPM would purchase at a price to be agreed all of the remaining authorized but unissued common shares (763,017) of NCL plus a surplus debenture issued by NCL. GPM would deposit the money with a Spokane Bank paying agent which would have instructions to pay for preferred stock redeemed. NCL would give notice to all preferred shareholders of the redemption of their shares for an estimated \$17.50/share. Preferred shareholders should elect to redeem their shares, as the estimated \$17.50/share is substantially more than they could receive if they exercised their right to convert one share of preferred for 1.4 shares of common. The two directors of NCL elected by the holders of preferred shares, and one other director, would resign so that three GPM directors could be elected.

When the preferred stock is redeemed, the other two agreements come in to play.

A "Shareholders' Agreement" between GPM (owner of 763,017 shares of NCL), and the Ogden group (owner of about 85% of the other 736,983 shares), will do 2 main things: a) require their shares to be voted in favor of the merger, and b) restrict their shares so that they can't be held by those who might oppose the merger. Restrictions include placing a notice on stock certificates that they are subject to this agreement, requiring transferees to adopt the terms of this agreement, setting a low price for permitted transfers, requiring a shareholder or the shareholder's spouse or estate to sell and NCL to purchase in events like death of the shareholder, divorce, bankruptcy and other involuntary events.

The "Plan and Agreement of Merger" between GPM, GPM's sub, NCL and the Ogden group outlines the merger steps. GPM will form a Washington sub. Notices announcing the planned merger will go to NCL common shareholders. A yes vote of 2/3 is required. The owners of 736,983 shares of NCL will have the right to receive cash from GPM at an undetermined price. A Spokane bank "exchange agent" will count NCL shareholder votes and distribute cash. The sub's shares will be converted into the 736,983 shares of NCL owned by GPM, the sub will be merged into NCL, and the sub will cease to exist, leaving NCL as a wholly owned subsidiary of GPM. The total estimated cost of the merger is about \$12,000,000 as of 12-31-11. One half of the proceeds received by the Ogden group for their preferred and common shares will be escrowed for 3 years as security for the representations and warranties made to GPM in the agreements. NCL shareholders who don't vote or vote against the merger will have statutory rights to sue for a higher price for their shares, but will no longer be shareholders.

The agreements have standard representations and warranties about such things as NCL's financial statements being correct, pending problems, losses while in NCL's control, continuing to operate NCL in a normal way after agreements are signed, and the like. A broker will be paid by the Ogden group.

Exhibit "E"
12-08-2011

Attachment 2, Common Stock and Surplus Debenture Subscription Agreement
– See Exhibit A to Form A

Attachment 3, Shareholders' Agreement - See Exhibit D to Form A



GPM MERGER CORPORATION

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
ORGANIZATIONAL MEETING OF THE
BOARD OF DIRECTORS**

May 17 2012

THE UNDERSIGNED, being all of the members of the Board of Directors of **GPM MERGER CORPORATION**, a Washington corporation (the "Company") hereby waive notice of an organizational meeting of the Board of Directors of the Company, and acting by unanimous written consent in accordance with RCW 23B.08.210, do hereby consent in writing to the adoption of the following resolutions, and we do hereby adopt such resolutions:

1. Filing of Certificate of Incorporation and Charter.

RESOLVED, the certificate of incorporation and articles of incorporation, as filed with the Secretary of State of the State of Washington on March 15, 2012 and assigned UBI No. 603-190-836, be filed with the official records of Company.

2. Adoption of Bylaws.

RESOLVED, that the form of Bylaws of GPM Merger Corporation presented to this Board of Directors and attached to this resolution as Exhibit A is hereby adopted as the Bylaws of the Company, until the same shall be thereafter altered, amended or repealed by the Board of Directors of the Company.

3. Other Office, Meeting Places

RESOLVED, that pursuant to Article I section 2 of the Bylaws, another office of the corporation is established at 2211 NE Loop 410, San Antonio, TX 78217, at which all meetings of the shareholders may be held pursuant to Article II section 1 of the Bylaws, and at which all regular and special meetings of the Board of Directors may be held pursuant to Article IV sections 6 and 7 of the Bylaws.

4. Presentation of the Corporate Seal.

RESOLVED, that a corporate seal, consisting of two (2) concentric circles containing the words "GPM Merger Corporation" is adopted as the corporate seal of the Company, and the Secretary is instructed to impress the seal on the minutes of this meeting opposite this resolution.

5. Approval of Stock Certificates.

RESOLVED, that the form of share certificate representing shares of the common stock of the Company, a copy of which is attached to this resolution as Exhibit B, is hereby approved; that the certificates shall be consecutively numbered beginning with number one; that the

certificates shall be validly issued only with the signatures of the President or Vice President and Secretary or Assistant Secretary and the corporate seal affixed thereto; that each certificate shall state on its face the name of the person or entity to whom the shares represented by the certificate are issued, the number and class of shares that the certificate represents, the par value of the shares, and that the holder of the shares represented by the certificate has pre-emptive rights to acquire additional or treasury shares of the Company, and that the Company is organized under the laws of the State of Washington; and that the Secretary is instructed to attach a specimen of the certificate to these minutes.

6. Issuance of Stock.

RESOLVED, that the Company hereby acknowledges the subscription by Government Personnel Mutual Life Insurance Company, a Texas mutual life insurance corporation, for ten thousand (10,000) shares of common stock, par value \$1.00 per share, and the tender of Two Million Dollars (\$2,000,000.00) in cash, deposited with Broadway National Bank, San Antonio, Texas, in the name of the Company, in payment of the initial subscription price of \$200.00 per share; and

FURTHER RESOLVED, that, in the judgment of the Board of Directors, the price to be fixed for the initial sale of the shares of common stock of the Company that the Company is authorized to issue shall be Two Hundred Dollars (\$200.00) per share; and

FURTHER RESOLVED, that the proper officers of the Company are hereby authorized and directed to execute, issue and deliver, in the name and on behalf of the Company, and under its corporate seal, to Government Personnel Mutual Life Insurance Company, in consideration of the payment of the initial subscription price, a certificate or certificates representing ten thousand (10,000) shares of the common stock of the Company, par value \$1.00 per share, which stock, when issued, shall be fully paid and non-assessable, and shall be outstanding and owned of record by Government Personnel Mutual Life Insurance Company.

7. Election of Officers.

RESOLVED, that, pursuant to Article V of the Bylaws of the Company, the following named persons be, and they hereby are, elected to the offices of the Company set forth opposite their names below, each to serve until the next annual meeting of the Board of Directors, and until their successors have been elected and shall have qualified:

Chairman, President and CEO:
Vice President and Secretary
Vice President and Treasurer
Vice President
Vice President

Peter J. Hennessey III
C. Alan Ferguson
Maria de Lourdes Mendoza
Pamela A Hutchins
Peter J. Hennessey IV

8. Establishment of Bank Accounts.

RESOLVED, that funds of the Company not otherwise employed shall be kept on

deposit in the name of the Company at Broadway National Bank, San Antonio, Texas, or in such other banks, trust companies, savings and loan associations or other depositories ("Depositories"), and in such general or special accounts therein, including, but not limited to, checking accounts, savings accounts, money-market accounts, NOW accounts, cash management accounts, custodial accounts, and certificates of deposit, with such designations, and upon such terms, as may from time to time be or have been designated and prescribed either by resolution of this Board of Directors or by any two of the following: i) Chairman, President, and CEO or Treasurer and ii) any other officer of the Company.

FURTHER RESOLVED, that funds of the Company may be deposited in and withdrawn from any Depository so designated in accordance with all of the terms and provisions of the standard printed forms of Depository resolutions of said Depositories and such resolutions be and they hereby are adopted, ratified, confirmed and approved as fully as though copied at length herein; and

FURTHER RESOLVED, that all checks drawn upon, and all other orders for the withdrawal of funds from deposit accounts in the name of the Company (whether they be general accounts or special accounts with a special designation or title indicating a restricted purpose) may, in addition to any other existing or future authorization thereof, be signed by or with the facsimile signature of one or more of any one of Peter J. Hennessey III, Pamela A Hutchins, or Maria de Lourdes Mendoza, provided that for any amount of \$10,000 or more the signature of any two of those named shall be required.

9. Approval of Plan and Agreement of Merger.

RESOLVED, that this Board of Directors does hereby approve and ratify in all respects, the proposed Plan and Agreement of Merger (the "Plan") by and among the Company, North Coast Life Insurance Company ("North Coast"), Government Personnel Mutual Life Insurance Company ("GPM") and certain controlling shareholders of North Coast (the "Controlling Shareholders") in substantially the form as presented to the Board in Exhibit C attached to this resolution, and the consummation by the Company of the transactions contemplated thereunder, including, but not limited to, the proposed merger of the Company with and into North Coast (the "Merger"), with North Coast as the "Surviving Corporation" of the Merger, and the Secretary of the Company is hereby directed to maintain a copy of the final form of the Plan (including any amendment or modification thereof) with the official records of the Company; and

FURTHER RESOLVED, that Peter J. Hennessey III, or any other officer of the Company as the Chief Executive Officer of the Company shall designate, be, and each of them hereby is, authorized, empowered and directed to execute and deliver the Plan on behalf of the Company and to make any and all such amendments or modifications in and to the Plan as such officers may deem necessary and appropriate, in their discretion; and

FURTHER RESOLVED, that Peter J. Hennessey III, or any other officer of the Company as the Chief Executive Officer of the Company shall designate, be, and each of them is hereby authorized empowered, and directed to file the Plan with the Office of the Insurance

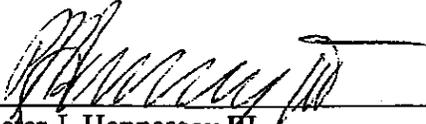
Commissioner of the State of Washington for review and approval as required under the insurance laws of the State of Washington, and each of them further is hereby authorized, empowered and directed to execute and file articles of merger, and any and all such other certificates, instruments or documents in any jurisdiction and with any public official or authority as such officers shall deem necessary or appropriate in connection with the Merger; and

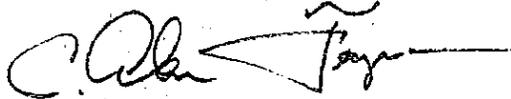
FURTHER RESOLVED, notice is taken that, in accordance with Washington law, the Plan has been submitted to and approved as a plan of merger by a vote of the Board of Directors of Government Personnel Mutual Life Insurance Company, the sole shareholder of the Company; and

FURTHER RESOLVED, that each and every action of each of the officers and directors of the Company in connection with the purposes of the foregoing resolutions and in connection with the Plan and the consummation of the transactions contemplated by the Plan, whether taken before or after this consent, be, and each of the actions hereby is, adopted, confirmed, ratified and approved as the acts and deeds of the Company; and

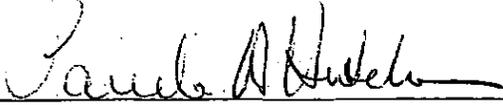
FURTHER RESOLVED, that the officers and directors of the Company shall be, and each of them hereby is, individually and collectively, authorized, empowered and directed to sign, execute and deliver any and all such documents, instruments, papers and agreements (including any changes, modifications or amendments thereto) and to do and perform, or cause to be done and performed, any and all acts and things as they shall deem necessary, advisable or appropriate in order to effect the purposes of the Plan and the consummation of the transactions contemplated in the Plan and in order to effect the purposes of the foregoing resolutions and any and all of such actions are hereby adopted, confirmed, ratified and approved as the acts and deeds of the Company.

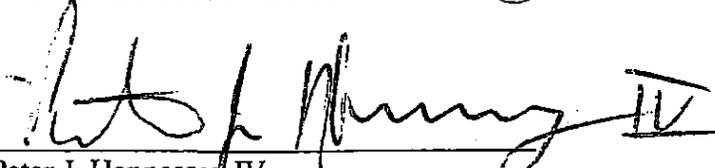
IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of May, 2012.


Peter J. Hennessey III


C. Alan Ferguson


Maria de Lourdes Mendoza


Pamela A Hutchins


Peter J. Hennessey IV

BYLAWS
OF
GPM MERGER CORPORATION

ARTICLE I.
OFFICES

Section 1. Registered Office and Registered Agent.

The registered office of the corporation shall be located in the state of Washington at such place as may be fixed from time to time by the Board of Directors upon filing such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

Section 2. Other Offices.

The corporation may have other offices within or outside the state of Washington at such place or places as the Board of Directors may from time to time determine.

ARTICLE II.
SHAREHOLDERS

Section 1. Meeting Place.

All meetings of the shareholders shall be held at the principal place of business of the corporation, or at such other place as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting. If no place is stated in the notice of the meeting, the meeting shall be held at the principal place of business of the corporation.

Section 2. Annual Meeting.

The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held in April of each year beginning in the year 2013. If the annual meeting of shareholders is not held within any 13-month period, a Superior Court of the state of Washington may summarily order a meeting to be held on the application of any shareholder for a writ of mandamus. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

Section 3. Special Meetings.

Special meetings of the shareholders for any purpose may be called at any time by the Board of Directors, or at any time upon the written request of any shareholder or shareholders owning not less than one-tenth of all shares entitled to vote on any issue proposed to be considered at the meeting.

Section 4. Notice of Shareholders' Meetings.

Notice of the date, time, and place of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed by the Secretary to each shareholder of record entitled to vote at such meeting at his or her address as the same appears on the stock transfer books of the corporation at least ten (10) days, and not more than sixty (60) days, prior to the date of such meetings, except that notice of a shareholders' meeting to act on a proposed amendment to the Articles of Incorporation, a plan of merger or share exchange, a proposed sale of all or substantially all of the assets of the corporation other than in the usual or regular course of business, any distributions (including surplus), changes to the Bylaws, or the dissolution of the corporation shall be given no fewer than twenty (20) days nor more than sixty (60) days before the meeting date.

Section 5. Quorum.

(a) At any meeting of the shareholders, a majority in interest of all of the shares entitled to vote on a matter, represented either in person or by proxy, shall constitute a quorum of that voting group for action on that matter. Each shareholder shall be entitled to one vote for each share of common stock standing in his or her name on the stock transfer books of the corporation, whether represented in person or by proxy, except to the extent that voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation.

(b) If a quorum is not present at the annual meeting, the shareholders present, in person or by proxy, may adjourn until another time agreed upon. Notice of such adjournment and of the subsequent meeting date shall be mailed, postage prepaid, to each holder of stock which is entitled to vote at least three days before the subsequent meeting date. However, if a quorum is present, the shareholders may adjourn from day to day, and no notice of such adjournment or of the subsequent meeting date need be given and no new record date need be fixed, unless the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(c) Once a share is represented for any purpose at a meeting other than solely to object to holding the meeting or transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and

for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

- (d) If a quorum exists, action on a matter (other than the election of directors) is approved by a voting group if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless a greater number of affirmative votes is required by law, the Articles of Incorporation, or these Bylaws.

Section 6. Closing of Transfer Books and Fixing Record Date.

For the purpose of determining the identity of shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide a record date period not to exceed seventy (70) days nor (where the record date is set for the purpose of determining shareholders entitled to notice of or to vote at a shareholders' meeting) to be less than ten (10) days preceding such meeting. A record date may not be fixed retroactively.

If no record date is fixed for such purposes, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date, which must be done if the meeting is adjourned more than one hundred twenty (120) days after the date is fixed for the original meeting.

Section 7. Proxies.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 8. Action by Shareholders Without a Meeting.

Any action required or which may be taken at a meeting of shareholders of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of shareholders.

Section 9. Action by Shareholders by Communication Equipment.

Shareholders may participate in any meeting of shareholders by any means of communication by which all persons participating in the meeting can hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

Section 10. Waiver of Notice.

A waiver of any notice required to be given any shareholder signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice. A valid waiver is created by any of the following three methods: (a) in writing, signed by the shareholder entitled to the notice, and delivered to the corporation for inclusion in its corporate records; (b) attendance at the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or (c) failure to object at the time of presentation of a matter not within the purpose or purposes described in the meeting notice.

Section 11. Procedure at Shareholders' Meetings.

The president of the corporation, or, in the absence of the president, a vice president shall preside at all shareholders' meetings. Absent objection from a shareholder, the presiding officer may follow any procedural rules that such officer deems reasonable and appropriate. If a shareholder does object, the presiding officer shall follow the rules of procedure approved by those shareholders entitled to vote at the meeting who are present at that meeting with a vote of each share present determining by simple majority the rules to be followed.

Section 12. Voting Record.

The officer or agent having charge of the stock transfer books for shares of this corporation shall make at least ten (10) days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

ARTICLE III. STOCK

Section 1. Certificates.

Certificates of stock shall be issued in numerical order and each shareholder shall be entitled to a certificate signed by the president or a vice president, and the secretary or assistant secretary, and the certificate may be sealed with the seal of the corporation or appropriate facsimile thereof. The signatures of such officers may be facsimiles or digital signatures where permitted if the certificate is electronically or manually signed by a transfer agent or registered by a registrar other than the corporation itself or an employee of the corporation. If an officer who has signed or whose facsimile signature has been placed upon such certificate ceases to be an officer before the certificate is issued, it may be issued by the corporation with the same effect as if the person were an officer on the date of issue. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered or canceled, except that in the case of any mutilation, loss, or destruction of any certificate of stock, another may be issued in its place on proof of such mutilation, loss, or destruction. The Board of Directors may impose conditions on such issuance and may require the giving of a satisfactory bond or indemnity to the corporation in such sum as they might determine or establish such other procedures as they deem necessary.

Section 2. Transfers.

Transfers of stock shall be made only upon the stock transfer books of the corporation which shall be kept at the registered office of the corporation, at its principal place of business, or at the office of its transfer agent or registrar. The Board of Directors may open by resolution a share register in any state of the United States or Province in Canada, and may employ an agent or agents to keep such register and to record transfers of shares therein.

Section 3. Registered Owner.

Registered shareholders only shall be entitled to be treated by the corporation as the holders-in-fact of the stock standing in their respective names and the corporation shall not be bound to recognize any equitable or other claims to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the state of Washington.

Section 4. Fractional Shares or Scrip.

The corporation may, but shall not be obliged to, issue a certificate for a fractional share which shall entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the corporation in the event of liquidation. In lieu of fractional shares, the Board of Directors may provide for the issuance of scrip in

registered or bearer form which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip aggregating a full share.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Powers of the Board of Directors.

The business and property of the corporation shall be managed under the authority and direction of a board of initially five (5) directors. The initial Board of Directors shall serve until the first annual meeting of shareholders and until their successors shall have been duly elected and qualified. Thereafter, each director shall serve for a term of one year from the date of election and until his or her successor shall have been duly elected and qualified. Directors need not be shareholders or residents of the State of Washington. In addition to the powers and authorities by these Bylaws and the Articles of Incorporation expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. Change of Number.

The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Vacancies.

All vacancies in the Board of Directors, whether caused by resignation, death, or otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors may exist. A director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until his or her successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

Section 4. Resignation of Director(s).

Any director of this corporation may resign at any time by giving written notice to the Board of Directors, or to the president of the corporation. Any such resignation is effective when the notice is delivered, unless the notice specifies a later effective date.

Section 5. Removal of Director(s).

At a meeting called expressly for that purpose, the entire Board of Directors, or any member thereof, may be removed with or without cause in the following manner:

- (a) By a vote of the holders of a majority of shares then entitled to vote at an election of directors;
- (b) In case cumulative voting is permitted and if less the entire Board of Directors is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect the director if then cumulatively voted at an election of the entire board of directors or, if there be classes of directors, at an election of the class of directors of which the director is a part.

Section 6. Regular Meetings.

Regular meetings of the Board of Directors may be held without notice at the principal office of the corporation or at such other place or places, either within or without the state of Washington, as the Board of Directors may from time to time designate. The annual meeting shall be held without notice immediately after the adjournment of the annual meeting of shareholders, unless notice of a different time and place of meeting is given at least two (2) days in advance of the scheduled meeting.

Section 7. Special Meetings.

Special meetings of the Board of Directors may be called at any time by the president of the corporation or, in the president's absence, by any one (1) director, to be held at the principal office of the corporation or at such other place or places as the directors may from time to time designate.

Section 8. Notice of Special Meetings.

Notice of all special meetings of the Board of Directors shall be given to each director by telegram, facsimile, or in person at least two (2) calendar days prior to the date of the meeting. Such notice need not specify the business to be transacted at, nor the purpose of, the meeting.

Section 9. Adjournments.

Whether or not a quorum is present, the directors present at any meeting of the Board of Directors may adjourn the meeting until another time agreed upon by them. No notice of such adjournment or of the date and time of the subsequent meeting need be given other than by an oral announcement at the meeting being adjourned.

Section 10. Quorum.

A majority of the whole Board of Directors shall be necessary at all meetings of the Board of Directors to constitute a quorum for the transaction of business. The act of

the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation, or the Bylaws of the corporation. An act of the directors will only be effective as an act of the Board of Directors if a quorum exists at the time the act is taken, even though a quorum may have existed at other times during the meeting.

Section 11. Waiver of Notice.

Attendance of a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the director(s), whether before or after the time stated for the meeting shall be equivalent to the giving of notice.

Section 12. Presumption of Assent.

A director of this corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

- (a) The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding or transacting business at the meeting;
- (b) The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- (c) Unless the director shall file written dissent or abstention with the presiding officer of the meeting before its adjournment or to the corporation within a reasonable time after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 13. Executive and Other Committees.

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and other committees (which may be standing or temporary) each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws of the corporation, shall have and may exercise all of the authority of the Board of Directors, except that no committee of the Board of Directors shall have the authority to: amend the Articles of Incorporation; recommend the sale, lease, exchange, or other disposition of all or substantially all the property and assets of the corporation otherwise than in the usual and regular course of business; recommend a voluntary dissolution or revocation thereof; declare dividends or distributions, except according to a general formula or method prescribed by the Board of Directors; approve or recommend to shareholders actions or

proposals required by applicable law to be approved by shareholders; fill vacancies on the Board of Directors or on any of its committees; adopt, amend, or repeal the Bylaws; authorize or approve the reacquisition of shares unless pursuant to general formula or method specified by the Board of Directors; fix compensation of any director for serving on the Board of Directors or any committee; approve a plan of merger, consolidation, or exchange of shares not requiring shareholder approval; reduce earned or capital surplus; appoint other committees of the Board of Directors or the members thereof; or authorize or approve the issuance or sale or contract for sale of shares or determine the designation and relative rights, preferences, and limitations of a class or series of shares except within limits specifically prescribed by the Board of Directors. All committees appointed by the Board of Directors shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation. The designation of such committees and the delegation of authority thereto shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 14. Remuneration.

By resolution of the Board of Directors, directors may be paid a fixed sum for expenses, if any, of attendance at each regular or special meeting of such board and a stated salary as director, or both; provided, that nothing herein contained shall be so construed to preclude any director from serving the corporation in any other capacity and receiving compensation for such other service. Members of special standing committees may be allowed like compensation for attending committee meetings.

Section 15. Loans and Guarantees.

The corporation may not lend money to or guarantee the obligation of any of its directors or officers, unless such loan or guarantee is first approved by a majority of the directors of the corporation, exclusive of the votes and shares of the benefited director.

Section 16. Action by Directors Without a meeting.

Any action required or which may be taken at a meeting of the directors, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote, and shall be deemed approved when the last director executes the consent.

Section 17. Meetings of the Board of Directors by Communication Equipment.

Any and all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 18. Duties of Directors.

A director shall perform the duties of a director, including the duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation, and with such care, including a reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matter presented; or
- (b) Counsel, public accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (c) A committee of the board upon which the director does not serve, duly designated in accordance with a provision in the Articles of Incorporation or Bylaws as to matters within its designated authority, which committee the director believes to merit confidence; so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Section 19. Procedures at Directors' Meetings.

The rules of procedure to be followed at any particular meeting of the Board of Directors (and all committees thereof) shall be those that are approved by a majority of the directors present at the meeting. If a majority of the directors present do not support any one set of procedural rules for the meeting, the directors shall follow the procedural rules set forth in the then most current edition of Roberts' Rules of Order.

ARTICLE V. OFFICERS

Section 1. Designations.

The officers of the corporation may be a chief executive officer, president, one or more vice presidents (one or more of whom may be executive vice presidents), a secretary, a treasurer, and may include such assistant secretaries and assistant treasurers as the Board of Directors may designate by resolution from time to time. All officers

**ARTICLE VI.
DIVIDENDS & FINANCE**

Section 1. Dividends.

Dividends may be declared by the Board of Directors and paid by the corporation out of the unreserved and unrestricted earned surplus of the corporation, or out of the unreserved and unrestricted net earnings of the current fiscal year and the next preceding fiscal year, subject to the conditions and limitations imposed by the state of Washington. The stock transfer books may be closed for the payment of dividends for periods not exceeding fifty (50) days as from time to time may be fixed by the Board of Directors. However, without closing the books of the corporation, the Board of Directors may declare dividends payable only to the holders of record at the close of business on any business day not more than fifty (50) days prior to the date on which the dividend is paid. No dividends shall be paid within the first five (5) years of commencement of operations.

Section 2. Reserves.

Before making any distribution of earned surplus, there may be set aside out of the earned surplus of the corporation such sum(s) as the directors from time to time in their absolute discretion deem expedient as a reserve fund to meet contingencies, equalize dividends, maintain any property of the corporation, or for any other purpose. Any earned surplus of any year not distributed as dividends shall be deemed to have been thus set apart until otherwise disposed of by the Board of Directors.

Section 3. Depositories.

The monies of the corporation shall be deposited in the name of the corporation in such bank or banks, thrift or thrifts, savings & loan, or trust company or trust companies or other financial management companies as the Board of Directors shall designate, and shall be drawn out only by check, draft or other order for payment of money signed by such persons and in such manner as may be determined by resolution of the Board of Directors.

**ARTICLE VII.
NOTICES**

Except as may otherwise be required by law, any notice to any shareholder or director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his or her last known address in the records of the corporation, with postage prepaid.

**ARTICLE VIII.
SEAL**

The corporate seal of the corporation shall be in such form and bear such inscription as may be adopted by resolution of the Board of Directors, or by usage of the officers on behalf of the corporation.

**ARTICLE IX.
INDEMNIFICATION**

The Articles of Incorporation contain provisions providing broad limitation of liability for directors, indemnification for officers, directors, and advisors, and authority to indemnify employees and agents.

**ARTICLE X.
BOOKS & RECORDS**

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders and Board of Directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its shareholders, reciting the names and addresses of all shareholders and the number and class of shares held by each. Any books, records, and minutes may be in written and/or electronic or digital form, or any other form capable of being converted into written form within a reasonable amount of time.

**ARTICLE XI.
AMENDMENTS TO BYLAWS**

Section 1. Bylaws.

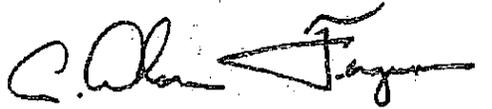
The power to alter, amend, or repeal the Bylaws of the corporation or to adopt new Bylaws, subject to repeal or change by the shareholders, shall be vested in the Board of Directors of the corporation.

Section 2. Emergency Bylaws.

The Board of Directors may adopt emergency Bylaws, subject to repeal or change by action of the shareholders, which shall be operative during any emergency in the conduct of the business of the corporation.

ADOPTED BY RESOLUTION this 17th day of May, 2012, by the Board of Directors.

Signed:


Name C. Alan Ferguson
Secretary

NUMBER
001

SHARES



GPM Merger Corporation

Common Stock

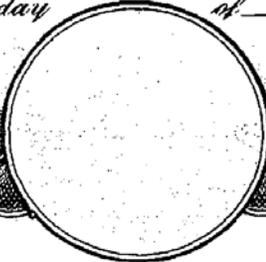
Authorized Shares 100,000

Par Value \$1.00

This certifies that _____ *is the*
registered holder of _____ *Shares*

*of the fully paid and non-assessable Capital Stock of GPM Merger Corporation
transferable only on the books of the Corporation by the holder hereof in
person or by Attorney upon surrender of this Certificate properly endorsed.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this _____ day of _____ A. D.*



EX-101-B

CENTRIC

FOR
SHARES



OF THE

ISSUED TO

DATED

For Value Received, _____ hereby sell, assign and transfer
 unto _____ Shares
 of the Capital Stock, represented by the within Certificate, and
 acknowledge hereby, constitute and appoint _____ Attorney
 to transfer the said Stock, on the order of the within named Cer-
 tificator, and full power of substitution in the premises
 Dated _____
 In presence of _____

NOTICE, THE SIGNATURE OF THIS ASSIGNMENT
 MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
 FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT
 ATTENTION OR ENLARGEMENT FOR ANY CHANGE WHATSOEVER.

Exhibit C, Plan and Agreement of Merger – See Exhibit B to Form A