

Memorandum Agreement

To: John Scott, President; Fletcher Financial Inc.
From: Brent Haggard, President; Universal Fidelity Life Insurance Company
Date: February 25, 2020
Subject: Agreement Concerning Finder's Fee: Acquisition by Universal Fidelity Life Insurance Company of all the outstanding equity securities of Southern Life and Health Insurance Company

This Agreement is entered into as of February 25, 2020, by and between Fletcher Financial Inc. a Kansas Corporation ("Finder"), and Universal Fidelity Life Insurance Company, an Oklahoma Insurance Corporation ("Company").

Fee. The Finder has identified and introduced Southern Life and Health Insurance Company to the Company. Upon first closing of the transaction described above, having provided a completed W-9 and in consideration for its efforts, the Finder will receive the following flat fee amount ("Finder's Fee");

Other and Excluded Services. Finder's Services do not include legal, tax or accounting advice including, without limitation, compliance with Securities Laws or Insurance Codes. Company acknowledges that this Agreement does not create a fiduciary relationship between Finder and Company. Finder will under no circumstances (i) have custody, control, possession of or otherwise handle Company funds, assets or securities; (ii) execute or bind Company to transactions or possess the authority to do so; (iii) provide financing to Company; (iv) facilitate a transaction with Company and other purchasers unless the group of purchasers was formed without the assistance of Finder; (v) engage in the business of effecting transactions in securities for the accounts of Company or others; or (vi) assess the value of any securities, other than sharing opinions (upon which Company is not entitled to rely) on the strategic value of targeted assets for Company's business.

"Securities Laws" means the federal Securities Act of 1933, Securities and Exchange Act of 1934 (the "Exchange Act"), the Investment Company Act of 1940, the Investment Advisers Act of 1940, state securities acts or similar foreign, international, federal, state or territorial laws or regulations, as amended.

"Insurance Codes" means state or federal insurance codes or similar foreign, international, federal, state or territorial laws or regulations, as amended.

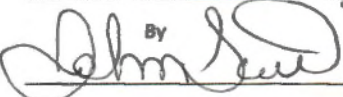
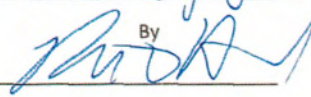
Additional Covenants. Company understands and agrees as follows: (i) if Company chooses to enter an equity transaction, the target company bought or sold is not Publicly Traded (as hereafter defined) and has more than nominal operations, assets and liabilities; (ii) after acquisition of a target company in an equity transaction, Company will control and actively operate the company; (iii) Company must rely upon its employees, agents or professional legal and other advisors to directly negotiate the final terms of a transaction with potential Counterparties; (iv) Finder does not accept fees in the form of stock in Company or any other transaction party except pursuant to a separate written agreement between the Parties; and if Company decides to issue securities as part of a transaction, (v) Finder is not obligated to provide the

Services under this Agreement unless that issuance is not a public offering and is conducted in reliance on an exemption to the registration requirements of the Securities Laws and (vi) this Agreement does not obligate Finder to serve as a broker, underwriter or dealer of Company or any other entity's securities, as those terms are defined in Securities Laws.

"Publicly Traded" means that the company has a class of securities registered or required to be registered with the Securities and Exchange Commission ("SEC") under Section 12 of the Exchange Act, or files or is required to file periodic information, documents or reports with the SEC under Section 15(d) of the Exchange Act.

The undersigned parties agree and understand that the Company shall be under no obligation to purchase Southern Life and Health Insurance Company or the outstanding equity securities thereof or any other company from any person or persons, firms, or businesses that may be introduced to the Company by the Finder.

In witness of the foregoing, the Finder and the Company have executed this Agreement as of the day and year first written above.

Finder	Company
<u>Fletcher Financial, Inc.</u>	<u>Universal Fidelity Life, Inc.</u>
By 	By 
Name	Name
<u>President</u>	<u>CEO</u>
Title	Title