

FORM A

**STATEMENT REGARDING THE
ACQUISITION OF CONTROL OF OR MERGER
WITH A DOMESTIC INSURER**

Filed with the Office of the Commissioner of Insurance,
State of Wisconsin

Permanent General Assurance Corporation (NAIC # 37648)

Permanent General Assurance Corporation of Ohio (NAIC # 22906)

The General Automobile Insurance Company, Inc. (NAIC # 13703)

(each a "Domestic Insurer" and collectively, the "Domestic Insurers")

By

Sentry Insurance Company (NAIC # 24988)

Sentry Holdings, Inc.

Sentry Mutual Holding Company

(each, an "Applicant" and collectively, the "Applicants")

Date: September 25, 2024

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

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This Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer (this “Form A”) is being submitted to the Commissioner of Insurance of the State of Wisconsin (the “Commissioner”) by Sentry Insurance Company, a Wisconsin insurance company (“SIC”), Sentry Holdings, Inc., a Wisconsin corporation (“SHI”) and Sentry Mutual Holding Company, a Wisconsin domestic mutual insurance holding company (“SMHC” and together with SIC and SHI, the “Applicants”), in connection with the Applicants’ proposed acquisition of control of the following Wisconsin domiciled insurance companies: (i) Permanent General Assurance Corporation (“PGAC”); (ii) Permanent General Assurance Corporation of Ohio (“PGAC OH”); and (iii) The General Automobile Insurance Company, Inc., (“General Auto” and together with PGAC and PGAC OH, the “Domestic Insurers”). The Applicants respectfully seek the Commissioner’s approval, pursuant to the requirements of Wis. Stat. § 611.72(2) with respect to the Applicants’ acquisition of control of the Domestic Insurers, as more fully described herein (the “Proposed Transaction”).

Request for Confidential Treatment

This Form A includes a confidential supplement with exhibits that contain confidential and/or proprietary information, sensitive personal information and strategies that are not otherwise available to the public that, if disclosed, could cause substantial injury to the competitive position and/or personal privacy of the Applicants and certain of the other parties referenced herein (the “Confidential Supplement”). Pursuant to Wis. Admin. Code § Ins 40.05, the Confidential Supplement is required under Wis. Stat. § 601.42. Thus, the Wisconsin Office of the Commissioner of Insurance (the “OCI”) may withhold that information from public disclosure under Wis. Stat. § 601.465(1m)(a) and Wis. Admin. Code § Ins 6.13(3). Moreover, because the Confidential Supplement is not public, it is presumed under Wis. Stat. § 601.465(1n)(a), notwithstanding the public records law, that it is proprietary and confidential and that the potential for harm and competitive disadvantage if it is made public by OCI outweighs the public interest in the disclosure of the information.

The Confidential Supplement also includes “trade secrets” as defined under Wis. Stat. § 134.90(1)(c) because it “derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use [and] is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.” Trade secrets are exempt from the public records law under Wis. Stat. § 19.36(5) and may be withheld by the OCI under Wis. Admin. Code § Ins 6.13(2).

Finally, the public value of the personal information in the Biographical Affidavits, attached as **Exhibit CE-1** to the Confidential Supplement to this Form A, is outweighed by the privacy interests of persons submitting those affidavits, and by the public interest in encouraging qualified people to serve in the capacities described therein (*see* the Wisconsin Attorney General’s May 2024 *Wisconsin Public Records Law Compliance Guide*, pp. 36-39, and, in particular, the portions thereof noting that home address information and the social security numbers of employees provided by an employer are exempt from the public records law). *Id.* at p. 23, *citing* Wis. Stat. § 19.36(10)(a).

Therefore, the Applicants respectfully request that the OCI treat the Confidential Supplement to this Form A and the documents and information referenced in or attached to such Confidential Supplement, as confidential and exempt from disclosure pursuant to all applicable provisions of law, including, but not limited to, those laws referenced above, and afford all relevant protections under those laws to such information. The Applicants also request that they be notified in advance if any person requests access to the Confidential Supplement or any of the exhibits contained therein so that it has the opportunity to prevent or limit such disclosure.

ITEM 1. INSURER AND METHOD OF ACQUISITION

(a) Domestic Insurers

The names and addresses of the Domestic Insurers are as follows:

Permanent General Assurance Corporation (PGAC)

(FEIN # 13-2960609, NAIC # 37648)

2636 Elm Hill Pike

Nashville, TN 37214

Permanent General Assurance Corporation of Ohio (PGAC OH)

(FEIN # 62-1482846, NAIC # 22906)

2636 Elm Hill Pike

Nashville, TN 37214

The General Automobile Insurance Company, Inc. (General Auto)

(FEIN # 26-2465659, NAIC # 13703)

2636 Elm Hill Pike

Nashville, TN 37214

In accordance with Wis. Admin. Code § Ins 40.02(1)(b)1., the Applicants will provide the Domestic Insurers with a copy of this Form A promptly following its filing of this Form A with the OCI.

(b) Method of Acquisition

The Applicants' proposed acquisition of control of the Domestic Insurers will occur pursuant to the terms of a Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of September 4, 2024, by and between SIC and AmFam, Inc., a Wisconsin corporation and the indirect parent of the Domestic Insurers ("AmFam") and, solely with respect to Section 5.12 and Article VII of the Stock Purchase Agreement, American Family Mutual Insurance Company, S.I., a Wisconsin mutual holding company and indirect parent of AmFam ("AFMIC"). A copy of the Stock Purchase Agreement is attached hereto as **Exhibit A**, with confidential information redacted. An unredacted copy of the Stock Purchase Agreement is attached as **Exhibit CE-2**. The summary of the Proposed Transaction contained in this Form A is qualified in its entirety by reference to the Stock Purchase Agreement.

Subject to the terms and conditions of the Stock Purchase Agreement, at the closing of the Proposed Transaction (the “Closing”), SIC will acquire one hundred percent (100%) of the issued and outstanding shares of capital stock (the “Shares”) of PGC Holdings Corp. (“PGC”), which, directly or indirectly, owns all of the issued and outstanding shares of the Domestic Insurers. The obligation of SIC to consummate the transactions contemplated by the Stock Purchase Agreement is subject to the terms and conditions of the Stock Purchase Agreement, including the receipt of the required approval from the Commissioner of this Form A.

The parties desire to close the Proposed Transaction on or prior to December 31, 2024, subject to the making of required filings and notices with, and the receipt of required approvals from, governmental and regulatory authorities, and the satisfaction of other customary closing conditions set forth in the Stock Purchase Agreement.

Pursuant to Section 5.8 of the Stock Purchase Agreement, except as otherwise described in Item 5 below, all of the intercompany agreements between the Domestic Insurers and AmFam or its affiliates (not including the HGA Agreements (as defined in the Stock Purchase Agreement)), will be unwound, amended, or terminated pursuant to their terms at Closing. No pre- or post-termination notices are required to be filed in respect of the same under Wisconsin Administrative Code INS 40.04(2), because all such terminations will be according to the terms of the applicable agreements.

ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANT

(a) Name and Address of the Applicant

The name and current business address of the Applicants seeking to acquire control of the Domestic Insurers are as follows:

Sentry Insurance Company (SIC)

1800 North Point Drive
Stevens Point, Wisconsin 54481

Sentry Holdings, Inc. (SHI)

1800 North Point Drive
Stevens Point, Wisconsin 54481

Sentry Mutual Holding Company (SMHC)

1800 North Point Drive
Stevens Point, Wisconsin 54481

SHI is a Wisconsin corporation, and the direct parent of SIC. SMHC is a Wisconsin mutual insurance holding company and the direct parent of SHI. As explained herein, it is contemplated that SIC will directly acquire one hundred percent (100%) of the Shares and, thereby, become the indirect parent of the Domestic Insurers.

Immediately following the Closing, the parties intend to effectuate a proposed reorganization wherein PGAC OH and PGAC will become sister companies to PGC and direct

subsidiaries of SIC (the “Post-Closing Reorganization”). In order to effect this resulting structure, Permanent General Companies, Inc. (“Permanent General Companies”) will distribute the shares of PGAC as a dividend to PGC, and PGC will subsequently distribute the shares of PGAC OH and PGAC to SIC. As a result of the Post-Closing Reorganization, each of PGAC OH and PGAC will become direct subsidiaries of SIC and GAIC will remain a direct subsidiary of PGAC OH. An organizational chart showing the relationship of the Domestic Insurers to the Applicants following the completion of the Post-Closing Reorganization is included in **Exhibit B-2**.

Each of SHI and SMHC will become controlling persons of the Domestic Insurers by virtue of their direct and indirect ownership and control of SIC.

(b) Nature of the Applicants’ Business

SIC is a Wisconsin insurance company with its headquarters in Stevens Point, Wisconsin. SIC was organized under Wisconsin law in 1904 as Hardware Mutual Casualty Company, by members of the Wisconsin Retail Hardware Association, now the Midwest Hardware Association, to provide insurance for its members in the hardware industry. SIC changed its name to Sentry Insurance a Mutual Company in 1971. SIC is a multi-line insurer offering a broad range of products including auto, commercial auto, earthquake, flood, workers’ compensation, general liability, and commercial property. SIC is licensed in all 50 states, as well as the District of Columbia, Puerto Rico and Canada. As of December 31, 2023, SIC had net admitted assets of approximately \$15.5 billion and policyholder surplus in excess of \$8.0 billion. SIC, together with its subsidiaries and affiliates (collectively, the “Sentry Insurance Group”) insure more than 1 million policyholders throughout the U.S. Entities within the Sentry Insurance Group underwrite property/casualty policies, life insurance policies and annuities and offer employee benefits, investment and retirement options for group accounts. The Sentry Insurance Group has underwritten business in the nonstandard auto segment under its Dairyland[®] brand since 1966. The Sentry Insurance Group’s current financial strength rating is and has been A+ by AM Best Company, Inc. for thirty-three (33) consecutive years.

On November 20, 2019, SIC filed a proposed plan for a mutual holding company restructuring pursuant to Chapter 644 of the Wisconsin Insurance Code (the “Mutual Restructuring”). The Mutual Restructuring became effective January 1, 2021. In connection with the Mutual Restructuring, (i) SHI was incorporated under Chapter 180 of the Wisconsin statutes and became the direct parent of SIC, (ii) SMHC was incorporated under Chapter 644 of the Wisconsin Insurance Code, as a new parent holding company, and became the direct parent of SHI and (iii) SIC adopted its present name.

(c) Organizational Chart

Attached hereto as **Exhibit B-1** is an organizational chart presenting the identities of and the interrelationships among the Applicants and their respective subsidiaries and affiliates *before* giving effect to the Proposed Transaction. Attached hereto as **Exhibit B-2** is an organizational chart presenting the identities of and the interrelationships among the Applicants and the Domestic Insurers *immediately after* giving effect to the Post-Closing Reorganization.

The organizational charts indicate the percentage of voting securities owned or controlled by the Applicants or any other such persons, the type of organization (*e.g.*, corporation, trust, partnership) and the state or other jurisdiction of domicile or incorporation, as applicable. Unless otherwise indicated on such charts or in this Form A, each entity is a corporation and control is maintained by the ownership or control of all outstanding voting securities. There are no court proceedings involving a reorganization or liquidation pending with respect to any of the entities depicted in the organizational chart attached hereto as **Exhibit B-1**.

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

(a) Name and Business Addresses

The names and business addresses of the current directors and executive officers of the Applicants are set forth in **Exhibit C**. Each individual named in the foregoing referenced lists is referred to herein as an “Individual” and, collectively, as the “Individuals.”

Biographical Affidavits on the form adopted by the National Association of Insurance Commissioners (the “NAIC”) completed by the Individuals are attached as **Exhibit CE-1** to the Confidential Supplement to this Form A, or will be submitted to the OCI promptly following the filing of this Form A.

(b) Employment History

The material occupations, positions, offices or employment during the last five (5) years, including the starting and ending dates of each and the name, principal business and address of any business corporation or other organization in which each such occupation, position, office or employment was carried on, for the Individuals filing NAIC Biographical Affidavits are or will be included in the NAIC Biographical Affidavits. Except as may be set forth in the NAIC Biographical Affidavits, no such occupation, position, office or employment listed in the NAIC Biographical Affidavits required licensing by, or registration with, any federal, state or municipal governmental agency, and there have been no surrenders, revocations, suspensions or disciplinary proceedings in connection with any such license or registration, whether pending or concluded.

(c) Criminal Proceedings

To the knowledge of the Applicants, no Individual filing an NAIC Biographical Affidavit has ever been convicted in a criminal proceeding (excluding traffic violations not involving death or injury) during the last ten (10) years.

(d) Third Party Verifications

The NAIC Biographical Affidavits for the Individuals will be provided to a third-party verification service for verification of the information therein. Said verification service will report its findings directly to the OCI upon completion of the verification process.

ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION

(a) Nature, Source and Amount of Consideration

In accordance with Section 2.3 of the Stock Purchase Agreement, the aggregate purchase price payable by SIC for the Shares will be an amount equal to \$1,700,000,000 *minus* (w) the Net Commutation Amount (as defined in the Stock Purchase Agreement), *plus* (x) the Statutory Capital Adjustment Amount (as defined in the Stock Purchase Agreement), *plus* (y) the Intercompany Settlement Amount (as defined in the Stock Purchase Agreement), *minus* (z) the Transaction Expenses (as defined in the Stock Purchase Agreement) (such amount, the “Purchase Price”).

At Closing, SIC will pay the Purchase Price to AmFam in cash by wire transfer of immediately available funds. The Purchase Price will be subject to post-closing adjustments as set forth in Section 2.4 of the Stock Purchase Agreement. Following the Closing, it is anticipated that SIC’s surplus levels will remain stable at a level sufficient to satisfy regulatory requirements and pay policyholder claims. SIC is confident it will maintain its strong financial position following the Closing.

(b) Criteria Used in Determining Nature and Amount of Consideration

The nature and amount of consideration were determined through due diligence, arm’s length negotiations between unrelated parties and consideration of a variety of factors, including third-party appraisal values, internal appraisal values and the advice of the parties’ respective financial, legal, actuarial and other advisors.

ITEM 5. APPLICANT’S FUTURE PLANS FOR THE DOMESTIC INSURERS

(a) General

Except as may arise in the ordinary course of business, as otherwise described in this Form A or the business plan attached hereto as **Exhibit CE-3** to the Confidential Supplement to this Form A, the Applicants have no present plans or proposals to cause the Domestic Insurers to declare an extraordinary dividend, to liquidate any of the Domestic Insurers, to sell the Domestic Insurers’ assets to or merge any of the Domestic Insurers with any person or persons or to make any other material change in the Domestic Insurers’ business operations or corporate structure or management. In addition, from time to time following the Closing, in the ordinary course of business, the Applicants and the Domestic Insurers’ management may evaluate the business and operations of the Domestic Insurers and make any necessary or desirable changes to such business and operations, subject, in each case, to obtaining any required regulatory approvals.

Three-year pro forma statutory financial projections for the Domestic Insurers are attached as **Exhibit CE-4** to the Confidential Supplement to this Form A.

(b) Post-Closing Reorganization

As further described in Item 2(a) of this Form A, upon the Post-Closing Reorganization, each of PGAC OH and PGAC will become direct subsidiaries of SIC and GAIC will remain a direct subsidiary of PGAC OH. An organizational chart showing the relationship of the Domestic

Insurers to the Applicants following the completion of the Post-Closing Reorganization is included in **Exhibit B-2**.

(c) Post-Closing Directors and Executive Officers

A list of the proposed post-Closing directors and executive officers of the Domestic Insurers is attached hereto as **Exhibit D**. The NAIC Biographical Affidavit for each individual listed is attached hereto as **Exhibit CE-1**. The NAIC Biographical Affidavits for such individuals will be provided to a third-party verification service for verification of the information therein. Said verification service will report its findings directly to the OCI upon completion of the verification process. NAIC Biographical Affidavits are not being provided for PGC and Permanent General Companies, as they will no longer be within the Applicants' direct chain of control over the Domestic Insurers following the Post-Closing Reorganization.

(d) Post-Closing Affiliate Arrangements

i. Post-Closing Reinsurance Transaction

Post-Closing, PGAC will cede 100% of its net liabilities to SIC (the "Post-Closing Reinsurance Transaction"). PGAC OH and GAIC will not be parties to the Post-Closing Reinsurance Transaction because currently they are part of an intercompany arrangement pursuant to which PGAC OH and GAIC cede all liabilities to PGAC. As such, PGAC has assumed all reinsurance from PGAC OH and GAIC. The Post-Closing Reinsurance Transaction will be the subject of a Form D Prior Notice of a Transaction to be filed with the Commissioner under separate cover. On behalf of PGAC, the Applicants respectfully request that the Commissioner approve the Post-Closing Reinsurance Transactions in connection with the approval of the Proposed Transaction. The Commissioner's approval of the Form D Prior Notice of a Transaction with respect to the Post-Closing Reinsurance Transaction is a condition to Closing pursuant to Section 6.1(b) of the Stock Purchase Agreement.

ii. Other Affiliate Arrangements

At Closing, the Domestic Insurers will become a party to certain existing agreements between affiliates of the Applicants, including the (i) Intercompany Administrative Services Agreement, (ii) Joint Investment Agreement, (iii) Tax Allocation Agreement and (iv) Intercompany Loan Agreement (the "Affiliate Agreements"). Each of the Affiliate Agreements were previously the subject of a Form D Prior Notice of a Transaction filing that was reviewed and approved by the Commissioner. The joinder of the Domestic Insurers to each of the Affiliate Agreements will be the subject of separate Form D Prior Notice of a Transaction filings, each to be filed with the Commissioner under separate cover. The Applicants respectfully request that the Commissioner approve the Form D Prior Notice of a Transaction filings pertaining to the Domestic Insurers' entrance into the Affiliate Agreements. The Commissioner's approval of the Affiliate Agreements is not a condition to Closing under the Stock Purchase Agreement.

(e) Other Agreements with Affiliates of AmFam under the Stock Purchase Agreement

i. Termination, Commutation and Release Agreement

PGAC and AFMIC are parties to that certain Loss Portfolio Transfer and 100% Quota Share Reinsurance Agreement, effective as of January 1, 2017, as amended (the “Reinsurance Agreement”), pursuant to which PGAC cedes to AFMIC, and AFMIC reinsures on a one hundred percent (100%) quota share participation basis, PGAC’s in-force, new and renewal direct and assumed business in respect of all losses and net of all third-party reinsurance. As contemplated by the Stock Purchase Agreement, effective immediately prior to the Closing, PGAC and AFMIC will execute an agreement, in the form attached as Exhibit B to the Stock Purchase Agreement (the “Commutation Agreement”), to commute the Reinsurance Agreement, to terminate the Reinsurance Agreement and to effectuate a full and final settlement, commutation, discharge and release of all liabilities and obligations of PGAC and AFMIC under the Reinsurance Agreement. The Commutation Agreement will be the subject of a Form D Prior Notice of a Transaction to be filed with the Commissioner by AmFam. The Commissioner’s non-disapproval of AmFam’s Form D Prior Notice of a Transaction with respect to the Commutation Agreement is a condition to Closing pursuant to Section 6.1(b) of the Stock Purchase Agreement.

ii. Excluded Business Reinsurance Agreement

PGAC and AFMIC will enter into an excluded business reinsurance agreement in the form attached as Exhibit D to the Stock Purchase Agreement (the “Excluded Business Reinsurance Agreement”) pursuant to which, effective immediately prior to the Closing, PGAC will cede to AFMIC all of PGAC’s liabilities in respect of the nonstandard auto insurance policies written by PGAC pursuant to the Program Administration Agreement, effective April 28, 2020, by and among Bluestar General Insurance Agency, Inc., PGAC and Homesite Underwriting Managers LLC, on a one hundred percent (100%) quota share participation basis, in each case upon the terms and conditions set forth in the Excluded Business Reinsurance Agreement.

iii. Transition Services Agreement

In order to facilitate an orderly transition of the change in control of the Domestic Insurers following consummation of the Proposed Transaction, for an interim period following the Closing, AFMIC and its affiliates will provide certain transition services to SIC and its affiliates (including the Domestic Insurers) for a period of one (1) year, with the ability to extend certain services for additional six-month terms as needed, following the Closing pursuant to a Transition Services Agreement to be entered into between AFMIC and SIC at the Closing in the form attached as Exhibit A to the Stock Purchase Agreement.

iv. Distribution Agreement

Upon the Closing, as contemplated by the Stock Purchase Agreement, American Family Brokerage Inc. (d/b/a B&A Insurance Solutions, “AmFam Brokerage”) and one or more of the Domestic Insurers (but at all times only with respect to those state(s) or territories, if any, in which, (i) such company currently holds a certificate of authority to do business, (ii) such company currently appoints agents, and (iii) AmFam Brokerage is currently licensed and appointed by such

company) will enter into an agreement in the form attached as Exhibit C to the Stock Purchase Agreement providing for the Domestic Insurers to, through AmFam Brokerage, access the network of agents of AmFam and its affiliates for the distribution of certain products of the Domestic Insurers.

v. HGA Amendments

Prior to Closing, SIC and AmFam will negotiate in good faith, commercially reasonable amendments to the HGA Agreements (the “HGA Amendments”) in order to allow for the orderly transition from, and winddown of, the business subject to the HGA Agreements. The HGA Amendments will provide (i) that General Auto and The General Automobile Insurance Services of Georgia, Inc., as applicable, identify and contract with an insurer other than Homesite Insurance Company of Georgia (“HGA”) or its affiliates (the “New Insurer”) to underwrite new and renewal business that is the subject of the HGA Agreements on a go-forward basis; (ii) for the parties to the HGA Agreements to transition, solely with respect to non-mandatory renewals, the HGA business policies from HGA to New Insurer; and (iii) for the HGA Agreements to be terminated as soon as commercially practicable, with termination of the HGA Quota Share (as defined in the Stock Purchase Agreement) to be conducted on a run-off basis such that General Auto’s 100% quota share reinsurance of the business ceded by HGA thereunder continues until all such liabilities are run-off completely.

ITEM 6. VOTING SECURITIES TO BE ACQUIRED

PGC currently has 5,000 shares of voting common stock (par value \$0.01 per share) authorized, issued and outstanding, all of which are owned (beneficially and of record) by AmFam. PGAC OH currently has 300 shares of voting common stock (par value \$10,000 per share) authorized, issued and outstanding, all of which are owned (beneficially and of record) by PGC. GAIC currently has 1,000 shares of voting common stock (par value \$500 per share) authorized, issued and outstanding, all of which are owned (beneficially and of record) by PGAC OH. PGAC currently has 10,000 shares of voting common stock (par value \$500 per share) authorized, issued and outstanding, all of which are owned (beneficially and of record) by Permanent General Companies. One hundred percent (100%) of Permanent General Companies’ issued and outstanding voting securities are owned by PGC. None of PGC, Permanent General Companies nor the Domestic Insurers have preferred stock or any other class of stock issued or outstanding. As described in Item 1(b) of this Form A, pursuant to the Stock Purchase Agreement and subject to the terms and conditions thereunder, SIC would acquire one hundred percent (100%) of PGC’s issued and outstanding voting securities, and thereby acquire indirectly, one hundred percent (100%) of the Domestic Insurers’ issued and outstanding voting securities.

As described further in Item 4(b) of this Form A, the nature, amount and method of determination of the fairness of the consideration to be paid in connection with the Proposed Transaction was determined by arm’s-length negotiations among the parties to the Stock Purchase Agreement.

ITEM 7. OWNERSHIP OF VOTING SECURITIES

Except with respect to the Proposed Transaction or as provided for or referenced in this Form A or the Stock Purchase Agreement, there are no voting securities of any class of the Domestic Insurers that are beneficially owned, or concerning which there is a right to acquire beneficial ownership, by the Applicants, their affiliates, or any person referenced in Item 3 hereof.

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

The Proposed Transaction will be effected pursuant to the terms of the Stock Purchase Agreement. Except as provided in this Form A and the Stock Purchase Agreement, there are no contracts, arrangements or understandings with respect to any voting security of the Domestic Insurers in which the Applicants, their affiliates or any person referenced in Item 3 hereof is involved, including but not limited to the transfer of any securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of losses or profits, or the giving or withholding of proxies.

ITEM 9. RECENT PURCHASES OF VOTING SECURITIES

Neither the Applicants, their affiliates or any person referenced in Item 3 has purchased any voting securities of the Domestic Insurers during the twelve (12) calendar months preceding the filing of this Form A.

ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE

Other than the Stock Purchase Agreement, neither the Applicants, their affiliates or any person referenced in Item 3 has made any recommendations to purchase any voting securities of the Domestic Insurers, and no such recommendations have been made by anyone based upon interviews or at the suggestion of the Applicants, their affiliates or any person referenced in Item 3, in each case, during the twelve (12) calendar months preceding the filing of this Form A.

ITEM 11. AGREEMENTS WITH BROKER-DEALERS

The Applicants have agreed to pay a finder's fee to JPMorgan Chase & Co. in connection with the Closing. Other than as set forth in the immediately preceding sentence, none of the Applicants, their affiliates or any person referenced in Item 3 is a party to any agreement, contract or understanding with any broker-dealer as to the solicitation of voting securities of the Domestic Insurers for tender, and no amount of any fees, commissions or other compensation has been or will be paid by the Applicants, their affiliates or any person referenced in Item 3 to broker-dealers with regard thereto.

ITEM 12. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of the Domestic Insurers

Three-year pro forma statutory financial projections of each of the Domestic Insurers are attached as **Exhibit CE-4** to the Confidential Supplement to this Form A.

(b) Financial Statements

Financial Statements of the Applicants are attached to the Confidential Supplement to this Form A as listed in the chart in subsection (d) of this Item 12. As each of SHI and SMHC were formed in connection with the Mutual Restructuring described herein, annual financial statements for each of SHI and SMHC are provided only for the fiscal years ending 2021, 2022 and 2023.

(c) Tender Offer

To the Applicants' knowledge, there have been no tender offers for, requests or invitations for, tenders of, exchange offers for, or agreements to acquire or exchange any voting securities of the Domestic Insurers. The Applicants do not currently intend to cause the Domestic Insurers to enter into any new employment, consulting, advisory or management agreements. Attached as **Exhibit E** to this Form A are the annual reports to the policyholders of the Applicants for the last two (2) fiscal years. The Domestic Insurers do not prepare annual reports to their stockholders.

(d) Exhibits

The following is a list of the exhibits and financial statements to this Form A which are attached hereto:

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Redacted Stock Purchase Agreement
Exhibit B-1	Pre-Closing Organizational Chart of the Applicants and their Affiliates
Exhibit B-2	Post-Closing Reorganization Organizational Chart of the Applicants and their Affiliates
Exhibit C	List of the Directors and Executive Officers of the Applicants
Exhibit D	List of the Proposed Post-Closing Directors and Executive Officers of the Domestic Insurers
Exhibit E	Annual Reports of the Applicants
Exhibit F	Statement of Competitive Impact

The following is a list of the exhibits and financial statements to this Form A to be filed as a Confidential Supplement to this Form A:

<u>Exhibit</u>	<u>Description</u>
Exhibit CE-1	NAIC Biographical Affidavits
Exhibit CE-2	Unredacted Stock Purchase Agreement
Exhibit CE-3	Business Plan
Exhibit CE-4	Three-Year Financial Projections for the Domestic Insurers
Exhibit CE-5	Financial Statements of the Applicants

(e) Competitive Impact

The Proposed Transaction will not create a monopoly or substantially lessen competition in insurance in the State of Wisconsin. As illustrated in **Exhibit F** hereto, the Proposed Transaction meets the pre-acquisition notification exemption standards set forth in Wis. Admin. Code § Ins 40.025(2)(d)(1).

ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT

The Applicants agree to provide, to the best of their knowledge and belief, the information required by Form F within fifteen (15) days after the end of the month in which the Proposed Transaction is consummated and annually thereafter as long as the Applicants control of the Domestic Insurers exists. The Applicants also acknowledge that the Applicants and all subsidiaries within its control in its insurance holding company system will provide information to the Commissioner upon request as necessary to evaluate enterprise risk to the Domestic Insurers.

[Remainder of page intentionally blank. Signature pages follow.]


ITEM 14. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of Ch. Ins 40, Wis. Adm. Code, Sentry Insurance Company has caused this application to be duly signed on its behalf in the City of Stevens Point and State of Wisconsin on the 25th day of September, 2024.



SENTRY INSURANCE COMPANY

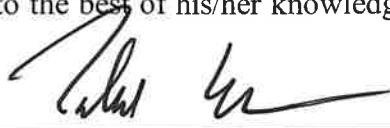
By: 
Name: Todd M. Schroeder
Title: Vice President & Treasurer

Attest:

By: 
Name: Timothy K. Kovac
Title: Vice President & Secretary


CERTIFICATION

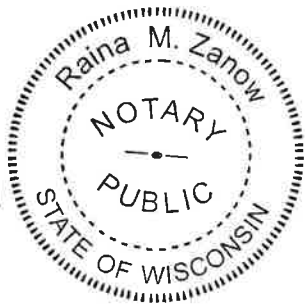
The undersigned deposes and says that (s)he has duly executed the attached application dated September 25, 2024, for and on behalf of Sentry Insurance Company; that (s)he is the Vice President and Treasurer of such company and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

By: 
Name: Todd M. Schroeder
Title: Vice President & Treasurer

Subscribed and sworn to this

25th day of September, 2024.


Notary Public: RAINA M. ZANOW
My commission expires on IS permanent



SIGNATURE

Pursuant to the requirements of Ch. Ins 40, Wis. Adm. Code, Sentry Holdings, Inc. has caused this application to be duly signed on its behalf in the City of Stevens Point and State of Wisconsin on the 25th day of September 2024.

(SEAL)



SENTRY HOLDINGS, INC.

By:
Name: Todd M. Schroeder
Title: Treasurer

Attest:

By:
Name: Timothy K. Kovac
Title: Secretary

CERTIFICATION

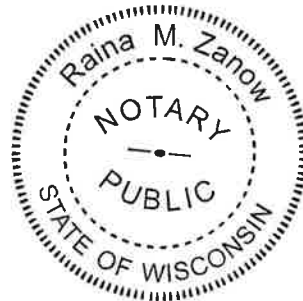
The undersigned deposes and says that (s)he has duly executed the attached application dated September 25, 2024, for and on behalf of Sentry Holdings, Inc.; that (s)he is the Treasurer of such company and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

By:
Name: Todd M. Schroeder
Title: Treasurer

Subscribed and sworn to this

25th day of September, 2024.

Notary Public: RAINA M. ZANOW
My commission expires on is permanent



SIGNATURE

Pursuant to the requirements of Ch. Ins 40, Wis. Adm. Code, Sentry Mutual Holding Company has caused this application to be duly signed on its behalf in the City of Stevens Point and State of Wisconsin on the 25th day of September, 2024.

(SEAL)



SENTRY MUTUAL HOLDING COMPANY

By: 

Name: Todd M. Schroeder
Title: Vice President & Treasurer

Attest:

By: 

Name: Timothy K. Kovac
Title: Vice President, General Counsel & Corporate Secretary

CERTIFICATION


The undersigned deposes and says that (s)he has duly executed the attached application dated September 25, 2024, for and on behalf of Sentry Mutual Holding Company; that (s)he is the Vice President and Treasurer of such company and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

By: 

Name: Todd M. Schroeder
Title: Vice President & Treasurer

Subscribed and sworn to this

25th day of September, 2024.


Notary Public: RAINA M. ZANOW
My commission expires on IS permanent

