Exhibit A

Execution Copy

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of August 2, 2018, by and among Farmington Mutual Insurance Company, a Wisconsin mutual insurance corporation ("Farmington"), and Little Black Mutual Insurance Company ("Little Black"), a Wisconsin Mutual Insurance Corporation. Singly Farmington and Little Black may be referred to herein as a Party and collectively as the "Parties."

RECITALS

WHEREAS, each of the Parties, following the satisfaction or waiver of the conditions set forth in Article 4, with to effect the Merger upon the terms and conditions set forth in this Agreement pursuant to which Little Black shall be merged with and into Farmington, with Farmington as the surviving entity in the Merger;

WHEREAS, the Boards of Directors of each of the Parties have approved and declared advisable this Agreement and the Merger, and determined that it is advisable and in the best interests of their respective companies and policyholders to consummate the Merger on the terms and conditions set forth in this Agreement; and

WHEREAS, each of the Parties desires to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
AGREEMENTS OF THE PARTIES

1.1 The Merger.

(a) At the Effective Time, Little Black shall be merged with and into Farmington (the "Merger") in accordance with Chapter 611 of the Wisconsin Statutes (the "Wisconsin Insurance Law") and upon the terms and conditions set forth in this Agreement, whereupon the separate existence of Little Black shall cease and Farmington shall continue as the surviving corporation (the "Surviving Corporation").

(b) The Merger shall have the effects set forth herein and in the applicable provisions of the Wisconsin Insurance Law. From and after the Effective Time, the Surviving Corporation shall possess all the rights, powers and privileges and be subject to

all of the obligations, liabilities and duties of both Farmington and Little Black, as provided under the Wisconsin Insurance Law.

1.2 Closing. The closing of the Merger (the "Closing") shall take place as soon as possible after all required approvals have been received but in any event no later than December 31, 2018, or as soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth in Article 4 or at such other time and place as Parties shall agree. The date upon which the Closing occurs is referred to herein as the "Closing Date."

1.3 Effective Time.

(a) On the Closing Date, the Parties shall file articles of merger relating to the Merger with the Wisconsin Office of the Commissioner of Insurance (the "Wisconsin Articles of Merger") in accordance with the relevant provisions of the Wisconsin Insurance Law and shall make all other filings or recordings required under the Wisconsin Insurance Law.

(b) The Merger shall become effective on January 1, 2019 (the "Effective Time").

1.4 Surviving Corporation Articles of Incorporation and Bylaws. From and after the Effective Time, Farmington's articles of incorporation, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law. From and after the Effective Time, the Farmington's bylaws, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law. The Parties agree that the Surviving Corporation's articles of incorporation will be amended to be effective no later than June 1, 2019, to change the Surviving Corporation's name from Farmington Mutual Insurance Company to a name chosen by the board of directors of the Surviving Corporation. The Surviving Corporation's Bylaws will be amended to be effective at the Effective Time as follows:

(a) The number of directors will be increased to sixteen (16) with reduction by attrition to not less than nine (9).

(b) The location of the Surviving Corporation's headquarters will be Little Black's current office location at 141 South Wisconsin Avenue, Medford, WI 54451. At the Effective Time, Farmington's current office location will function as a service branch of the Surviving Corporation.

(c) The Surviving Corporation's annual policyholder meeting will be held on the last Saturday in March at 1:00 p.m. at a location determined by Farmington's board of directors in the years that end with an odd number and in Stetsonville in years that end with an even number.

1.5 Directors and Officers of the Surviving Corporation. From and after the Effective Time, until their successors are duly elected or appointed and qualified in accordance with the

articles of incorporation and bylaws of the Surviving Corporation, the directors and officers of the Surviving Company shall be as shown on Exhibit 1.5 to this Agreement. With respect to the directors and officers of the Surviving Company, the Parties further agree that:

(a) No member of Little Black's current board of directors who becomes a member of the board of directors of the Surviving Company as of the Effective Date may be removed by the board of directors at any time before the first anniversary of the Effective Date, except for cause.

(b) The board of directors of the Surviving Company may not remove the individuals appointed as of the Effective Date to serve the Surviving Company as either Chief Executive Officer or Chief Operating Officer/Chief Financial Officer at any time before the first anniversary of the Effective Date, except for cause and with the affirmative vote of three-fourths of the full board.

1.6 Employees. All current employees of Farmington shall remain employees of the Surviving Corporation and all current employees of Little Black shall become employees of the Surviving Corporation. The Surviving Corporation will chose each employee benefit program provided to its employees from the employee benefit programs provided by the Parties such that the benefits provided to the Surviving Corporation's employees are the most beneficial benefits provided to the employees of either Party.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1 Organizational Matters.

(a) The Parties are duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by each Party makes such licensing or qualification necessary.

(b) The copies of each Party's articles of incorporation and bylaws made available to the other are correct and complete copies of such documents as in effect as of the date of this Agreement. Neither Party is in violation of any of the provisions of its articles of incorporation or bylaws.

2.2 Authority; Execution and Delivery; Enforceability

(a) Each Party has all necessary corporate power and authority to execute and deliver this Agreement, to perform and comply with each of its obligations under this Agreement and to consummate the Merger. The execution and delivery of this Agreement by each Party to the other, the performance and compliance by each Party with each of its obligations herein and the consummation by each Party of the Merger have been duly authorized by all necessary corporate action on the part of the Parties, and no other corporate proceedings on the part of either Party and no member approvals are necessary to authorize this Agreement or the consummate the Merger. Each Party has

duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by each Party of this Agreement, this Agreement constitutes each Party's legal, valid and binding obligation, enforceable against each Party in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Board of Directors of each Party, by written consent and/or at a meeting duly called and held, unanimously adopted resolutions (i) approving this Agreement and the consummation of the Merger upon the terms and subject to the conditions set forth in this Agreement; and (ii) determining that the terms of the Agreement and the Merger are fair to, and in the best interests of, each respective Party and its members.

2.3 No Conflicts.

(a) The execution and delivery of this Agreement by each Party does not and will not, and the performance of this Agreement by each Party and the consummation of the Merger does not and will not: (i) conflict with or violate any provision of each Party's articles of incorporation or bylaws; (ii) assuming the filing of the Wisconsin Articles of Merger as required by the Wisconsin Insurance Law has been made, conflict with or violate any Law or Order applicable to the Parties or by which any property or asset of either Party is bound or affected; or (iii) require any consent or approval under, result in any breach of, constitute a change of control or default under or give to others any right of termination, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of either Party pursuant to, any Contract or Permit.

(b) The execution and delivery of this Agreement by each Party does not and will not, and the consummation by each Party of the Merger and compliance by each Party with the applicable terms or provisions hereof does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity or any other Person, except the filing of a Form A Statement requesting the approval of the Wisconsin Office of the Commissioner of Insurance for the Merger and the filing of the Articles of Merger required by the Wisconsin Insurance Law.

2.4 Financial Statements; Undisclosed Liabilities. Each Party's Financial Statements (i) have been prepared in accordance with SAP applied on a consistent basis throughout the periods covered thereby, and (ii) fairly present, in all material respects, the financial position of the applicable Party as of the dates thereof and its results of operations and cash flows for the periods then ended. Neither Party has liabilities required by SAP applied on a basis consistent with past practice to be reflected or reserved against in the most recent balance sheet in the Financial Statements which were not provided for, (b) has liabilities of any nature (matured or unmatured, fixed or contingent) which were not required by SAP to be provided for in the most recent balance sheet in the Financial Statements except as incurred since January 1, 2018 in the ordinary course of business and which are not material in the aggregate or which otherwise do

not exceed $25,000 in the aggregate, and (c) all reserves established by each Party and set forth in the most recent balance sheet in the Financial Statements were prepared consistent with past practice.

2.5 Absence of Certain Changes or Events. Except for this Agreement, since January 1, 2018, each Party (a) has conducted its business in the ordinary course and in a manner consistent with past practice, (b) has not done any of the actions set forth in Section 3.1 and (c) there has not been any change, event, development, condition or occurrence that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

2.6 Legal Proceedings. Neither Party has Proceedings pending or, to its Knowledge, threatened, against it out of the ordinary course of business. Neither Party is subject to or in default with respect to any Order.

2.7 Compliance with Laws Generally. Each Party (a) is, and at all times during the past three (3) years has been, in compliance with all Laws and Orders applicable to it or any assets owned or used by it, and (b) has not received any written communication, or to each Party's Knowledge, any other communication, during the past three (3) years from a Governmental Entity or any other Person that alleges that the Party is not in compliance with any such Law or Order. Neither Party is subject to any Order which could reasonably be expected to have a Material Adverse Effect.

2.8 Permits. The operation of each Party's business as currently conducted is not in violation of, nor is either Party in default or violation under, any Permit, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit. There are no actions pending or, to the Knowledge of each Party, threatened, that seek the surrender, revocation, cancellation, restriction or modification of any Permit. In the past three (3) years, neither Party has received written notice, or to the Knowledge of each respective Party, any other communication, of any charge, claim or assertion, including any regulatory complaint, action or Order alleging any violations of or noncompliance with any Permit nor to the Knowledge of each Party, has any charge, claim or assertion been threatened.

2.9 Employee Benefit Plans. Each Party has disclosed to the other Party each employee benefit plan applicable to its employees. Each such plan has been administered in accordance with its terms and all applicable Laws, including ERISA and the Internal Revenue Code.

2.10 Employee and Labor Matters. Each Party is in compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, payment or non-payment of wages and other compensation, affirmative action, working conditions, labor unions, and payment, non-payment, and/or provision of employee benefits.

2.11 Environmental Matters.

(a) Each Party (i) is in compliance with all Environmental Laws, (ii) has and holds, or has applied for, all Environmental Permits necessary for the conduct of its

business and the use of its properties and assets, as currently conducted and used, and (iii) is in compliance with its Environmental Permits.

(b) There are no Environmental Claims pending nor, to the Knowledge of each respective Party, threatened against it, and neither Party has received any written notification of any allegation of responsibility for any Release of any Hazardous Materials in violation of Environmental Laws by it.

(c) Neither Party (i) has entered into or agreed to any consent decree or consent Order or is otherwise subject to any judgment, decree, or judicial or administrative Order relating to compliance with Environmental Laws or Environmental Permits, the investigation, remediation, or cleanup of Hazardous Materials, and no Proceeding is pending or, to the Knowledge of each respective Party is threatened, with respect thereto, or (ii) is not an indemnitor by contract in connection with any claim, demand, suit or action asserted by any third-party for any liability under any Environmental Law. Each Party has made available to the other copies of all environmental reports, studies and audits that are in its possession or control to the extent related to such Party's business or its assets.

2.12 Real Property. Each Party has good and valid title to its Owned Real Property, free of liens and encumbrances and does not lease any Leased Real Property.

2.13 Tax Matters.

(a) All Tax Returns that are required to be filed by or with respect to each respective Party have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are correct and complete. All Taxes due and owing by each respective Party (whether or not shown on any Tax Return) have been timely paid.

(b) Each Party has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor or other third party, and such withheld amounts were either timely paid to the appropriate taxing authority or set aside in accounts for such purpose and were reported to the appropriate taxing authority and to each such employee, independent contractor, creditor, stockholder or other third party, as required under Law.

(c) Neither Party is the subject of any currently ongoing Tax audit or other proceeding with respect to Taxes nor has any audit or other proceeding with respect to Taxes been proposed against it in writing, and any deficiencies asserted or assessments made as a result of any audit or other proceeding with respect to Taxes have been paid in full, are being contested in good faith, or adequate accruals or reserves for such deficiencies or assessments have been established.

(d) Neither Party is a party to any written Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement.

(e) There are no Liens for Taxes upon any property or assets of each respective Party, except for Permitted Liens.

(f) Each Party has made available to the other or its legal or accounting Representatives copies of all U.S. federal and state income Tax Returns filed for all periods including and after the period ended December 31, 2015.

2.14 Material Contracts.

(a) Each Party has heretofore made available to the other correct and complete copies of all Material Contracts.

(b) With respect to each Party, (i) each of the Material Contracts is valid, binding and in full force and effect and is enforceable in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought, (ii) the Party has performed all obligations required to be performed by it under its respective Material Contracts, and it is not in breach or default thereunder and, to its Knowledge, no other party to any Material Contract is (with or without notice or lapse of time, or both) in breach or default thereunder, (iii) in the past three (3) years, the Party has not received written notice of any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any of its Material Contracts, and (iv) the Party has not received any written notice of the intention of any party to cancel, terminate, or fail to renew any Material Contract.

2.15 Intellectual Property. With respect to each Party, to the Party's Knowledge, the conduct of its business is not infringing, misappropriating, diluting, or otherwise violating the Intellectual Property of any Person. Neither Party has received any charge, complaint, claim, demand, or notice alleging any such infringement, misappropriation, dilution, or violation (including any claim that such Party must license or refrain from using any Intellectual Property Rights of any Person), and, to the Knowledge of such Party, no grounds for any such claims exist.

2.16 Insurance. Each Party has disclosed to the other a correct and complete list of all insurance policies (including policies providing casualty, liability, and workers compensation coverage) to which such Party is currently a party. All such insurance policies are in full force and effect, and, to the Knowledge of such Party, have been issued by licensed insurers, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no written notice of cancellation or termination has been received with respect to any such policies. With respect to each such policy: (a) the respective Party is not in breach or default thereof (including with respect to the payment of premiums or the giving of notices), and, to such Party's Knowledge, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification or acceleration, under such policy, (b) such Party has not been denied coverage, (c) since the date of the policy, no notice of cancellation or non-renewal with respect to the policy has been received by such Party,

and (d) there are no pending claims with respect to such policies. Each Party is insured with respect to its assets and properties and the conduct of its business in such amounts and against such risks as are in its reasonable judgment sufficient for compliance with Law and as are adequate to protect its assets and properties and the conduct of its business.

2.17 Tangible Assets. Each Party has disclosed to the other a list of its tangible assets, including real and personal property owned by such Party. All tangible assets are owned free and clear of all Liens.

2.18 Bank Accounts. Each Party has disclosed to the other a complete and accurate list of (a) all bank accounts and safe deposit boxes in the name of such Party and the names of all Persons authorized to draw thereon or to have access thereto, and (b) all investment accounts such Party has with brokerage or other firms and the names of all Persons entitled to make investment decisions with respect to such accounts.

ARTICLE 3
CERTAIN COVENANTS

3.1 Conduct of Business by the Parties Pending the Effective Time. The Parties agree that, except as otherwise expressly contemplated by any other provision of this Agreement, unless the other Party shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), both Parties shall (i) use commercially reasonable efforts to conduct its operations only in the ordinary course of business consistent with past practice, and (ii) not intentionally take any action (or omit to take any action) that would have a Material Adverse Effect on such Party. By way of example and not in limitation of the foregoing, the Parties shall ensure that prior to the Effective Time:

(a) Each Party shall keep in full force all insurance policies covering the Party disclosed in accordance with Section 2.16 and shall notify their insurance carriers of any claims made or asserted, or threatened to be made or asserted, if such notice is required to ensure coverage by such insurance carrier;

(b) Neither Party shall amend their respective articles of incorporation or bylaws except as provided in this agreement;

(c) Neither Party shall form any subsidiary or acquire any equity interest or other interest in any other Person;

(d) Except as otherwise required by SAP, neither Party shall materially change any of its methods of accounting or accounting practices in any respect;

(e) Each Party shall pay debts in the ordinary course of business and Taxes when due, subject to good faith disputes thereof, and pay or perform other obligations when due;

(f) Neither Party shall amend or terminate any Material Contract;

(g) Each Party shall keep in full force and effect and without restriction all Permits, including all state Certificates of Authority, necessary to conduct their business in the ordinary course; and

(h) Neither Party shall take any other action that (i) could reasonably be expected to have a Material Adverse Effect; (ii) could reasonably be expected to breach the Party's obligations hereunder, or (iii) could reasonably be expected to prevent the fulfillment of the conditions to closing in Article 4 hereof.

3.2 Access to Information; Confidentiality.

(a) Upon reasonable notice, each Party shall (and shall cause its Representatives to) afford the other Party and its Representatives access, during normal business hours, during the period between the date of this Agreement and the Effective Time, to all its properties, books, Contracts and records and its officers, employees and Representatives and, during such period, each Party shall (and shall cause its Representatives to) furnish promptly to the other Party, consistent with its obligations under applicable Law, all other information concerning such Party's business, properties and personnel as the other party may reasonably request.

(b) No investigation by either Party or their respective Representatives or information provided, made available or delivered pursuant to this Agreement shall affect the representations, warranties, covenants or agreements of any other party set forth herein.

(c) Each Party agrees that it is not authorized to and shall not (and shall not permit any of its Representatives to) contact any customer, supplier, client or other material business relation of the other Party regarding the other Party's business or the Merger without the prior consent of the other Party.

3.3 Certain Notices. Each Party shall give prompt notice to the other Party if any of the following occur after the date of this Agreement: (a) receipt of any notice or other communication in writing from any Person alleging that the consent or approval of such Person is or may be required in connection with the Merger; (b) receipt of any notice or other communication from any Governmental Entity or any securities market or exchange in connection with the Merger; or (c) such Party, to its Knowledge, becomes aware of the occurrence of an event that could prevent or delay beyond the consummation of the Merger or that would reasonably be expected to result in any of the conditions to the Merger set forth in Section 4 not being satisfied.

3.4 Certain Filings. The Parties shall make or cause to be made, in cooperation with each other and to the extent applicable and as promptly as practicable, (a) an appropriate Form A Change of Control filing with the WI Office of the Commissioner of Insurance (OCI) (the "Form A Filing") and (b) all other necessary any other Governmental Entity relating to the Merger contemplated hereby. The Parties shall use their best efforts to respond to any requests for additional information made by the WI OC or any other Governmental Entity and to take all

commercially reasonable actions necessary to obtain any required approvals. The Parties shall consult with each other prior to any meetings, by telephone or in person, with the staff of the WI OCI and each Party shall have the right to have a representative present at any such meeting.

3.5 Public Announcements. Each party agrees that, from and after the date hereof, no public release or announcement concerning the Merger shall be issued by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed). The Parties agree that any press release announcing the execution and delivery of this Agreement shall be a joint release in the form heretofore agreed by the Parties.

3.6 Tax Matters. Each Party shall prepare or cause to be prepared, and shall timely file or cause to be filed, all Tax Returns for such Party for all Pre-Closing Tax Periods and shall pay the required Tax for all Pre-Closing Tax Periods.

ARTICLE 4
CONDITIONS TO CONSUMMATION OF THE MERGER

4.1 Mutual Conditions. The obligations of the Parties to consummate the Merger are subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) No Law or Order shall have been promulgated, entered, enforced, enacted or issued or shall be deemed to be applicable to the Merger by any Governmental Entity (whether temporary, preliminary or permanent) which prohibits or makes illegal the consummation of the Merger and shall continue in effect.

(b) Company shall have obtained the approval of the Wisconsin OCI.

4.2 Conditions to Obligations of Farmington. The obligations of Farmington to consummate the Merger are subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) The representations and warranties made by Little Black in this Agreement were accurate in all material respects as of the date of this Agreement, and are accurate in all material respects as of the Closing Date, except those representations and warranties which address matters only as of a particular date, which shall remain accurate in all material respects as of such date.

(b) Little Black shall have performed in all material respects each of the covenants and agreements contained in this Agreement required to be performed by it on or prior to the Closing.

(c) Little Black shall have delivered to Farmington a certificate dated the Closing Date and duly executed by stating that the conditions set forth in Sections 4.2(a) and 4.2(b) have been satisfied as of the Closing.

(d) All approvals, consents and waivers that are required to effect the Merger, including, without limitation, the approval of the WI OCI of the Form A Filing, with no conditions or with only conditions acceptable to the Parties.

(e) All agreements with affiliates shall have been terminated with respect to Little Black.

(f) Since the date of this Agreement, there shall not have occurred, been commenced or threatened in writing against either of the Parties, or any Person employed or controlled thereby, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with the Merger, or (b) that may have the effect of preventing or making illegal any of the Merger or any of the agreements related thereto, in each case, that could reasonably be expected to have a Material Adverse Effect.

(g) There shall not have occurred any Material Adverse Effect with respect to Little Black, nor shall any event or events have occurred that with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect with respect to Little Black.

(h) Little Black shall have delivered, or shall have caused to be delivered, the following to Farmington (i) a certificate from Little Black's Secretary, in a form reasonably satisfactory to Farmington, attaching and certifying as to approval and resolutions of Little Black's Board, authorizing the consummation of the Merger, and (ii) letters of resignation of all officers and directors of Little Black who are resigning their positions.

In the event that any of the foregoing conditions to Closing shall not have been satisfied as of the Closing Date and Farmington elects to consummate the Merger described herein in spite of such failure, Farmington shall not be deemed to have waived the satisfaction of such conditions.

4.3 Conditions to Obligations of Little Black. The obligation of Little Black to consummate the Merger is subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) The representations and warranties made by Farmington in this Agreement were accurate in all material respects as of the date of this Agreement, and are accurate in all material respects as of the Closing Date, except those representations and warranties which address matters only as of a particular date, which shall remain accurate in all material respects as of such date.

(b) Farmington shall have performed in all material respects each of the covenants and agreements of Farmington contained in this Agreement required to be performed by it on or prior to the Closing.

(c) Farmington shall have delivered to Little Black a certificate dated the Closing Date and duly executed by Farmington stating that the conditions set forth in Sections 4.3(a) and 4.3(b) have been satisfied as of the Closing.

(d) The approval of the WI OCI shall have been received and shall have been delivered to Little Black.

(e) Since the date of this Agreement, there shall not have occurred, been commenced or threatened in writing against either of the Parties, or any Person employed or controlled thereby, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with the Merger, or (b) that may have the effect of preventing or making illegal the Merger or any of the agreements related thereto, in each case, that could reasonably be expected to have a Material Adverse Effect.

(f) There shall not have occurred any Material Adverse Effect with respect to Farmington, nor shall any event or events have occurred that with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect with respect to Farmington.

(g) Farmington shall have delivered, or shall have caused to be delivered, the following to Little Black (i) a certificate from Farmington's Secretary, in a form reasonably satisfactory to Little Black, attaching and certifying as to approval and resolutions of the Farmington's Board, authorizing the consummation of the Merger, and (ii) letters of resignation of all officers and directors of Farmington who are resigning their positions.

In the event that any of the foregoing conditions to Closing shall not have been satisfied as of the Closing Date and Little Black elects to consummate the Merger described herein in spite of such failure, Little Black shall not be deemed to have waived the satisfaction of such conditions

ARTICLE 5
TERMINATION, AMENDMENT AND WAIVER

5.1 Termination. This Agreement may be terminated, and the Merger may be abandoned:

(a) By explicit written consent of the Parties that expressly acknowledges such consent is a termination pursuant to this Section 5.1(a);

(b) By Farmington if any of the conditions set forth in Section 4.2 have not been satisfied as of the date that is ninety (90) days after the date of this Agreement or if satisfaction of any such condition becomes impossible (other than though Farmington's failure to comply with its obligations hereunder), and if such breach, failure or misrepresentation is of a character that is capable of being cured, such breach, failure or misrepresentation has not been cured by Little Black within twenty (20) days after written notice thereof by Farmington; or

(c) By Little Black if any of the conditions set forth in Section 4.3 have not been satisfied as of the date that is ninety (90) days after the date of this Agreement or if satisfaction of any such condition becomes impossible (other than though Little Black's failure to comply with its obligations hereunder), and if such breach, failure or

misrepresentation is of a character that is capable of being cured, such breach, failure or misrepresentation has not been cured by Farmington within twenty (20) days after written notice thereof by Little Black.

5.2 Effect of Termination. In the event of the termination of this Agreement by as provided in Section 5.1, written notice thereof shall be given by the terminating Party to the other Party specifying the provision hereof under which such termination is made. In the event of the termination of this Agreement pursuant to Section 5.1, this Agreement shall be terminated and become void and have no effect, without any liability or obligation on the part of either Party; provided, however, that nothing herein shall relieve either Party hereto of any liability for material breach of this Agreement or fraud, as the case may be, prior to termination of this Agreement.

5.3 Fees and Expenses. All fees and expenses incurred by the Parties shall be divided equally by the Parties and each Party shall pay its portion.

5.4 Amendments and Waivers. This Agreement may only be amended, and the rights and obligations of the parties herein may only be waived, at any time after the date hereof in a writing that is signed by each Party. This Agreement may not be amended or waived in any other manner, whether by course of conduct or otherwise.

ARTICLE 6
GENERAL PROVISIONS

6.1 Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by email or facsimile transmission (provided confirmation of transmission is obtained), (b) on the fifth (5th) business day after dispatch by registered or certified mail, (c) on the next business day if transmitted by national overnight courier, or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

If to Farmington, addressed to it at:

Farmington Mutual Insurance Company
264 State Road 35
Osceola, WI 54020
Attention: Mike Soldan, General Manager
Email Address mike@farmingtonmutual.com

If to Little Black, addressed to it at:

Little Black Mutual Insurance Company
141 South Wisconsin Avenue
P.O. Box 406
Medford, WI 54451
Attn: Tony Wilke, President

Email Address twilke@littleblackmutual.com

6.2 Certain Definitions. For purposes of this Agreement, the term:

"Agreement" means this Agreement and Plan of Merger, as it may hereafter be amended from time to time in accordance with Section 5.4.

"Material Adverse Effect" means any change, event, development, condition, occurrence or effect that is, or would reasonably be expected to be, materially adverse to the business, condition (financial or otherwise), prospects, assets, liabilities or results of operations of applicable Party, taken as a whole; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (a) any changes resulting from general market, economic, financial, capital markets or political or regulatory conditions, (b) any changes or proposed changes of Law or SAP or any rule, regulation or interpretation thereof, (c) any changes resulting from any act of terrorism, war, armed hostilities, national or international calamity, natural disasters or any other events of force majeure, or any worsening thereof, (d) any changes generally affecting the markets or industries in which the Parties conduct their business, (e) any changes resulting from the execution of this Agreement or the announcement or the pendency of the Merger, including any loss of employees or customers, or any disruption in or termination of (or loss of or other negative effect or change with respect to) customer, supplier, distributor or similar business relationships or partnerships resulting from the Merger, (f) any changes or effects resulting from taking any action (or failure to take any action) contemplated, required by or in compliance with this Agreement by either Party, and/or (g) any Proceeding arising from or relating to the Merger.

"Contract" means any agreements, arrangements, commitments, understandings, contracts, leases (whether for real or personal property), powers of attorney, notes, bonds, mortgages, indentures, deeds of trust, loans, evidences of indebtedness, purchase orders, letters of credit, settlement agreements, franchise agreements, undertakings, covenants not to compete, employment agreements, licenses, instruments, obligations, commitments, understandings, policies, purchase and sales orders, quotations and other commitments to which a Person is a party or to which any of the assets of such Person or its subsidiaries are subject, whether oral or written, express or implied, including all amendments or modifications thereto.

"Environmental Claim" means any suit, action or proceeding by any Person or entity alleging actual or potential liability (including actual or potential liability for investigatory costs, cleanup costs, response costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties) arising out of or relating to any Environmental Laws, Environmental Permits or Release into the environment of, or exposure to Hazardous Materials but shall not include any claims relating to products liability.

"Environmental Laws" means any and all applicable, federal, state, local or foreign Laws, statutes, ordinances, regulations and rules regulating or relating to Hazardous Materials, pollution, protection of the environment (including ambient air, surface water, ground water,

land surface, subsurface strata, wildlife, plants or other natural resources), and/or the protection of human health from exposures to Hazardous Materials in the environment.

"Environmental Permits" means any permit, certificate, approval, identification number,

"Governmental Entity" means any national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, and any arbitrator or arbitral body or panel of competent jurisdiction.

"Hazardous Materials" means any pollutants, chemicals, contaminants or wastes and any other toxic, infectious, carcinogenic, reactive, corrosive, ignitable, flammable or otherwise hazardous substance, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including urea formaldehyde, PCBs, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

"Intellectual Property" means all domestic and foreign intellectual property, including all (a) inventions (whether or not patentable and whether or not reduced to practice), and all improvements thereto, (b) trademarks, service marks, trade names, trade dress, logos, corporate names, brand names and other source indicators, together with all translations, adaptations, derivations, and combinations thereof, (c) domain names, uniform resource locators and other names and locators associated with the Internet, (d) works of authorship, whether or not published, (e) software, including without limitation all computer programs in source code, object code, flow charts and other code in any format or media, and any and all related documentation, and all website content, including text, graphics, images, audio, video and data, and (f) trade secrets, confidential business information, and other proprietary information (including ideas, know-how, formulas, compositions, processes and techniques, research and development information, data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, pricing and cost information, business and marketing plans and proposals and customer and supplier lists and information).

"Intellectual Property Rights" means all domestic and foreign rights to Intellectual Property, including all (a) patents, patent applications, and patent disclosures, together with all provisionals, reissues, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (b) trademark applications, registrations, and renewals in connection therewith, (c) domain name registrations, (d) copyright registrations, applications and renewals, and (e) trade secret rights.

"Knowledge" means the knowledge, after reasonable inquiry, of Mike Soldan with respect to Farmington and Tony Wilke with respect to Little Black.

"Law" means any federal, state, provincial, municipal, local or foreign law, statute, code, ordinance, rule, regulation, circular, order, judgment, writ, stipulation, award, injunction, decree or arbitration award or finding.

"Leased Real Property" means all real property leased, subleased, or otherwise occupied by the applicable Party pursuant to an occupancy agreement.

"Lien" means any mortgage, pledge, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, lien, charge or similar restriction or limitation, including a restriction on the right to vote, sell or otherwise dispose of any equity interests (other than restrictions on transfers imposed by federal or state securities laws).

"Order" means any order, writ, injunction, decree, circular, judgment, award, injunction, settlement or stipulation issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Entity (in each case, whether temporary, preliminary or permanent).

"Owned Real Property" means all real property owned by each respective Party.

"Permits" means all written permits, consents, licenses, orders, certificates, registrations, franchises, approvals and similar rights and authorizations issued by a Governmental Entity and held by each respective party.

"Permitted Liens" means (a) Liens for current Taxes, or governmental assessments, charges or claims of payment not yet past due or the amount or validity of which is being contested in good faith by appropriate Proceedings and for which adequate reserves in accordance with SAP have been established in the Financial Statements, (b) mechanics', workmen's, repairmen's, warehousemen's and carriers' Liens arising in the ordinary course of business consistent with past practice for sums not yet due and payable, (c) any Liens identified on title policies or preliminary title reports, or other documents or writings included in public record, (d) Liens and other imperfections of title that do not and would not reasonably be expected to, individually or in the aggregate, materially impair the continued ownership, use and operation of the assets to which they relate, (e) restrictions on transfers under applicable securities Laws, and/or (f) other Liens arising in the ordinary course of business and not incurred in connection with borrowing money.

"Person" means an individual, corporation, limited company, limited liability company, partnership, association, trust, unincorporated organization, Governmental Entity, or other legal entity.

"Proceeding" means any suit, action, proceeding, arbitration, mediation, audit, hearing, inquiry or, to the Knowledge of the Person in question, investigation (in each case, whether civil, criminal, administrative, investigative, formal or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity.

"Release" means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into the environment, including any soil, sediment, subsurface strata, surface water, groundwater, ambient air, or the atmosphere.

"Representatives" means, with respect to any Person, such Person's officers, directors, employees, accountants, legal counsel, financial advisors, consultants, financing sources and other advisors and representatives.

"SAP" means statutory accounting principles as applied in the United States.

"Tax Return" means any report, return (including information return), claim for refund, election, estimated tax filing, declaration or similar filing supplied or required to be supplied to any Governmental Entity with respect to Taxes, including any election, notification, appendix schedule or attachment thereto, and including any amendments thereof.

"Taxes" means any and all domestic or foreign, federal, state, local or other taxes, of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including taxes on or with respect to income, franchise, windfall or other profits, gross receipts, occupation, severance, alternative minimum, disability, estimated, property, escheat or unclaimed property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, and taxes in the nature of excise, withholding, ad valorem, stamp, transfer, value-added, gains tax and license, registration and documentation fees, and other taxes, fees, levies, duties, tariffs, imposts, assessments, obligations and charges of the same or a similar nature to any of the foregoing.

6.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Merger is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Merger is fulfilled to the extent possible.

6.5 Entire Agreement. This Agreement (together with the Exhibits and the other documents delivered pursuant hereto) constitutes the entire agreement of the Parties and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein or therein, are not intended to confer upon any other Person any rights or remedies hereunder or thereunder.

6.6 Assignment. Except as otherwise provided in this Section 6.6, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto, at any time or for any purpose, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of other Party, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

6.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or

remedy of any nature whatsoever under or by reason of this Agreement, including as a third party beneficiary of any representation, warranty, covenant or agreement herein.

6.8 Mutual Drafting; Interpretation. Each Party has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." All references herein to "days" shall be deemed to mean calendar days unless otherwise expressly noted.

6.9 Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Wisconsin, without regard to laws that may be applicable under conflicts of laws principles that would cause the application of the Laws of any jurisdiction other than the State of Wisconsin.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE MERGER. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.9(b).

6.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.11 Delivery by Facsimile or Email. This Agreement, and any amendments hereto, waivers hereof or consents or notifications hereunder, to the extent signed and delivered by facsimile or by email with scan attachment, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party shall re-execute original forms thereof and deliver them to requesting Party. Neither Party shall raise the use of facsimile or email to deliver a signature or the fact that any signature or Contract was transmitted or communicated by facsimile or email with scan attachment as a defense to the formation of a legally binding contract, and each such party forever waives any such defense.

6.12 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent actual or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court and venue permitted by Section 6.9. The Parties waive, in connection with any action for specific performance or injunctive relief, the defense of adequacy of remedies at Law and any requirement under Law to post a bond or other security as a prerequisite to obtaining equitable relief.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

LITTLE BLACK MUTUAL INSURANCE COMPANY:

By: Thomas B. Odeen
Name: Thomas B. Odeen
Title: Board Chairman

FARMINGTON MUTUAL INSURANCE COMPANY:

By: Edward A Sohtag
Name: Edward A. Sohtag
Title: Board President