
AGREEMENT AND PLAN OF MERGER
BETWEEN
AMERICAN FAMILY INSURANCE MUTUAL HOLDING COMPANY
AND
MAIN STREET AMERICA GROUP MUTUAL HOLDINGS, INC.
As of May 3, 2018

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Exhibits

- Exhibit A - Amended and Restated Articles of Incorporation of Surviving Corporation
- Exhibit B - Bylaws of Surviving Corporation
- Exhibit C - Advisory Board Charter

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of May 3, 2018 (this “Agreement”), by and between American Family Insurance Mutual Holding Company, a Wisconsin mutual insurance holding company (“AFI MHC”), and Main Street America Group Mutual Holdings, Inc., a Florida mutual insurance holding company (“MSA Holdings”). AFI MHC and MSA Holdings shall be referred to herein from time to time as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, MSA Holdings, through its wholly owned Subsidiary NGM Insurance Company (“NGM”) and other Subsidiaries and Affiliates, and AFI MHC, through its wholly owned Subsidiary American Family Mutual Insurance Company, S.I. (“AFMIC”) and other Subsidiaries, are engaged in the property and casualty insurance business; and

WHEREAS, MSA Holdings and AFI MHC each desire to combine the strengths of their companies for the benefit of their respective Members and policyholders; and

WHEREAS, MSA Holdings and AFI MHC each deem it advisable and in the best interests of their respective Members to effect the merger of MSA Holdings with and into AFI MHC, with AFI MHC as the surviving corporation (the “Merger”), upon the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms will have the respective meanings set forth below throughout this Agreement:

“Advisory Board” has the meaning ascribed to it in Section 6.7.1.

“Advisory Board Charter” has the meaning ascribed to it in Section 6.7.1.

“Advisory Board Term” has the meaning ascribed to it in Section 6.7.1.

“Affiliate” means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.

“AFI Company Systems” means the Software, computer firmware, computer hardware (whether general purpose or special purpose), storage devices, access devices and peripherals, telecommunications systems, computer networks, electronic data processing, information, record keeping, communications, telecommunications, networks, peripherals, servers, interfaces, personnel and computer systems, including any outsourced systems and processes, and other

similar or related items of automated, computerized and/or Software systems that are used or relied on by the AFI Group Companies, including all AFI Group Companies' rights under all related maintenance or warranty programs.

"AFI Customer Information" has the meaning ascribed to it in Section 5.28.1.

"AFI Disclosure Schedule" means the disclosure schedule delivered by AFI MHC to MSA Holdings pursuant to this Agreement.

"AFI Governmental Approvals" has the meaning ascribed to it in Section 5.4.

"AFI Group Companies" means AFI MHC and the AFI Subsidiaries.

"AFI Insurance Company Subsidiaries" means: (i) American Family Mutual Insurance Company, S.I.; (ii) American Standard Insurance Company of Wisconsin; (iii) American Family Life Insurance Company; (iv) American Family Insurance Company; (v) American Standard Insurance Company of Ohio; (vi) Midvale Life Insurance Company of New York; (vii) Midvale Indemnity Company; (viii) Permanent General Assurance Corporation; (ix) Permanent General Assurance Corporation of Ohio; (x) General Automobile Insurance Company, Inc.; (xi) Homesite Indemnity Company; (xii) Homesite Insurance Company; (xiii) Homesite Insurance Company of California; (xiv) Homesite Insurance Company of Florida; (xv) Homesite Insurance Company of Georgia; (xvi) Homesite Insurance Company of Illinois; (xvii) Homesite Insurance Company of New York; (xviii) Homesite Insurance Company of the Midwest; and (xix) Homesite Lloyd's of Texas.

"AFI Intellectual Property" means: (i) any and all Intellectual Property used in the conduct of the business of the AFI Group Companies as currently conducted; and (ii) any and all other rights in Intellectual Property owned or purportedly owned by the AFI Group Companies.

"AFI Latest Balance Sheet" means AFI MHC's consolidated balance sheet for the fiscal year ended December 31, 2017.

"AFI Management" means the directors, officer(s), or other management level employee(s) of the AFI Subsidiaries who have management level authority and responsibility for an action or policy decision described in Section 6.7, as identified by the Chief Executive Officer of AFMIC.

"AFI Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or could reasonably be expected to: (1) result in a loss, damage, cost, expense, liability or obligation to the AFI Group Companies in excess of One Hundred Million Dollars (\$100,000,000); or (2) have a materially adverse effect on (a) the business, assets, properties, or condition (financial or otherwise) of the AFI Group Companies, taken as a whole, or (b) the ability of the AFI MHC to consummate the transactions contemplated hereby; 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, an AFI Material Adverse Effect: (A) any effects resulting from any of the following (i) general political, legislative, economic or

financial market conditions or securities, credit, financial or other capital markets conditions or changes (including interest rate changes), (ii) the commencement, continuation or escalation of actions or war, armed hostilities, sabotage, acts of terrorism, or other man-made disaster; (iii) changes, circumstances or events generally affecting the property and casualty insurance industry in the geographic areas and product markets in which the AFI Group Companies conduct business; (iv) the result of any earthquake, hurricane, tsunami, tornado, windstorm, epidemic or other natural disaster; (v) any change in any applicable Law; or (vi) any change in SAP; except in the case of the foregoing clauses (i) through (vi) to the extent those events, circumstances, changes or effects have a disproportionate effect on the AFI Group Companies compared to other companies of similar size operating in the property and casualty insurance industry and geographic regions in which AFI Group Companies operate.

“AFI Material Contract” has the meaning ascribed to it in Section 5.13.1.

“AFI MHC Member Approval” means the adoption of this Agreement and the Merger by the requisite vote of the Members of AFI MHC in accordance with the WIC and the Articles of Incorporation and Bylaws of AFI MHC.

“AFI MHC” has the meaning ascribed to it in the Preamble.

“AFI Plans” has the meaning ascribed to it in Section 5.19.1.

“AFI Privacy Policies” has the meaning ascribed to it in Section 5.28.1.

“AFI Products” means any and all of the products and services marketed, sold, distributed, or performed by or on behalf of the AFI Group Companies in the seven (7) years prior to the date hereof in the Ordinary Course of Business.

“AFI Real Property Lease” has the meaning ascribed to it in Section 5.9.2.

“AFI Statutory Financial Statements” has the meaning ascribed to it in Section 5.5.1.

“AFI Subsidiary” has the meaning ascribed to it in Section 5.2.

“AFI Subsidiary Organizational Documents” means the articles of incorporation and bylaws and the organizational documents (including, without limitation, articles of incorporation, articles of formation, bylaws, operating agreements, and similar documents, as applicable) of each of AFI Subsidiary in effect as of the date hereof.

“AFMIC” means American Family Mutual Insurance Company, S.I.

“Agreement” means this Agreement and Plan of Merger, as it may be amended by the Parties from time to time in accordance with its terms.

“Burdensome Condition” shall mean any condition imposed in connection with a Governmental Approval that (a) with respect to MSA Holdings, would result in a MSA Material Adverse Effect or a Surviving Corporation Adverse Effect or (b) with respect to AFI MHC,

would result in an AFI Material Adverse Effect or a Surviving Corporation Adverse Effect; or (c) require (i) American Family Mutual Insurance Company, S.I., after the Effective Time, to maintain a capital or risk-based capital level that is in excess of the capital or risk-based capital level as of the date hereof, or (ii) NGM Insurance Company, after the Effective Time, to maintain a risk-based capital level in excess of 400% of the company action level risk-based capital level.

“Business Day” means a day other than a Saturday, Sunday, or any other day on which banking institutions in Madison, Wisconsin or Jacksonville, Florida are permitted or required to be closed for regulator banking business.

“Closing” has the meaning ascribed to it in Section 2.2.

“Closing Date” has the meaning ascribed to it in Section 2.2.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Competing Transaction” has the meaning ascribed to it in Section 7.4.

“Confidentiality Agreement” means that certain Mutual Nondisclosure Agreement, dated as of October 20, 2017, by and between AFI MHC and MSA Holdings.

“Continuing Directors” has the meaning ascribed to it in Section 2.8.

“Converted MSA Holdings Member” means each Member of MSA Holdings immediately prior to the Effective Time who becomes a Member of the Surviving Corporation as a result of the Merger.

“Effective Time” has the meaning ascribed to it in Section 2.3.

“Environmental Laws” has the meaning ascribed to it in Section 4.11.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means, with respect to any Person, any corporation or trade or business (whether or not incorporated) which is or has within the last six (6) years been treated with such Person as a single employer within the meaning of Section 414 of the Code or Section 4001(b)(1) of ERISA.

“ERISA Plans” has the meaning ascribed to it in Section 4.19.

“FIC” means the Florida Insurance Code, codified at Title XXXVII, Chapters 624 through 651 of the Florida Statutes, and corresponding regulations, in each case as amended from time to time.

“GLB” means the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801, *et. seq.*, as amended.

“Governmental Approvals” means such applications, registrations, declarations, filings, authorizations, Orders, consents, approvals and non-disapprovals as may be required under the Laws of any jurisdiction or jurisdictions, including, without limitation, the AFI Governmental Approvals and the MSA Governmental Approvals.

“Governmental Entity” means any national, federal, state, county, municipal, local, domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other governmental, regulatory or self-regulatory entity, body, or political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government or any quasi-governmental body.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 1320d, et. seq., as amended.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

“Intellectual Property” means any and all industrial and intellectual property rights and all rights associated therewith, throughout the world, including all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all industrial designs and any registrations and applications therefor, all trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name registrations, Internet and World Wide Web URLs or addresses, all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, all Software, including all source code, object code, firmware, development tools, files, records and data, all schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and all rights in prototypes, breadboards and other devices, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

“Investments” has the meaning ascribed to it in Section 4.10.

“Knowledge of AFI MHC” and “AFI MHC’s Knowledge” mean the actual knowledge of the individuals set forth on Schedule 1.1(a) as of the applicable date, after making inquiry of the Person or Persons having primary responsibility for the subject matter of the applicable representation or warranty.

“Knowledge of MSA Holdings” and “MSA Holdings’ Knowledge” mean the actual knowledge of the individuals set forth on Schedule 1.1(b) as of the applicable date, after making

inquiry of the Person or Persons having primary responsibility for the subject matter of the applicable representation or warranty.

“Law” means any federal, state, local or foreign law, statute, code, directive, ordinance, rule, regulation, award, binding and enforceable guideline, binding and enforceable written policy, or rule of common law, enacted or promulgated, or an Order issued or rendered, in each case, by any Governmental Entity.

“Lien” means a lien, mortgage, deed to secure debt, pledge, security interest, sublease, charge, claim, levy, or other encumbrance of any kind.

“Member” means: (i) as to AFI MHC, each Person who is a member of AFI MHC and entitled to vote in accordance with AFI MHC’s Articles of Incorporation and Bylaws; (ii) as to MSA Holdings, each Person who is a member of MSA Holdings and entitled to vote in accordance with MSA Holdings’ Articles of Incorporation and Bylaws; and (iii) as to the Surviving Corporation, each Person who is a member of the Surviving Corporation and entitled to vote in accordance with the Surviving Corporation’s Articles of Incorporation and Bylaws.

“Merger” has the meaning ascribed to it in the Recitals.

“MSA Affiliated Companies” means: (i) Spring Valley Mutual Insurance Company; (ii) Austin Mutual Insurance Company; and (iii) Grain Dealers Mutual Insurance Company.

“MSA Company Systems” means the Software, computer firmware, computer hardware (whether general purpose or special purpose), storage devices, access devices and peripherals, telecommunications systems, computer networks, electronic data processing, information, record keeping, communications, telecommunications, networks, peripherals, servers, interfaces, personnel and computer systems, including any outsourced systems and processes, and other similar or related items of automated, computerized and/or Software systems that are used or relied on by the MSA Group Companies, including all MSA Group Companies’ rights under all related maintenance or warranty programs.

“MSA Customer Information” has the meaning ascribed to it in Section 4.28.1.

“MSA Designees” has the meaning ascribed to it in Section 2.8.

“MSA Disclosure Schedule” means the disclosure schedule delivered by MSA Holdings to AFI MHC pursuant to this Agreement.

“MSA Governmental Approvals” has the meaning scribed to it in Section 4.4.

“MSA Group Companies” means MSA Holdings, the MSA Subsidiaries, and the MSA Affiliated Companies.

“MSA Group Insurance Companies” means the MSA Insurance Company Subsidiaries and the MSA Affiliated Companies.

“MSA Group Management” means the directors, officer(s), or other management level employee(s) of the MSA Subsidiaries and the MSA Affiliated Companies who have management level authority and responsibility for an action or policy decision described in Section 6.7, as identified by the Chief Executive Officer of NGM.

“MSA Holdings” has the meaning ascribed to it in the Preamble.

“MSA Holdings Member Approval” means the adoption of this Agreement and the Merger by the requisite vote of the members of MSA Holdings in accordance with the FIC and the Articles of Incorporation and Bylaws of MSA Holdings.

“MSA Insurance Company Subsidiaries” means: (i) NGM Insurance Company; (ii) Old Dominion Insurance Company; (iii) Main Street American Assurance Company; (iv) MSA Insurance Company; and (v) Main Street America Protection Insurance Company.

“MSA Intellectual Property” means: (i) any and all Intellectual Property used in the conduct of the business of the MSA Group Companies as currently conducted; and (ii) any and all other rights in Intellectual Property owned or purportedly owned by the MSA Group Companies.

“MSA Latest Balance Sheet” means MSA Holdings’ consolidated balance sheet for the fiscal year ended December 31, 2017.

“MSA Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or could reasonably be expected to: (1) result in a loss, damage, cost, expense, liability or obligation to the MSA Group Companies in excess of One Hundred Million Dollars (\$100,000,000); or (2) have a materially adverse effect on (a) the business, assets, properties, or condition (financial or otherwise) of the MSA Group Companies, taken as a whole, or (b) the ability of MSA Holdings to consummate the transactions contemplated hereby; 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 MSA Material Adverse Effect: (A) any effects resulting from any of the following (i) general political, legislative, economic or financial market conditions or securities, credit, financial or other capital markets conditions or changes (including interest rate changes), (ii) the commencement, continuation or escalation of actions or war, armed hostilities, sabotage, acts of terrorism, or other man-made disaster; (iii) changes, circumstances or events generally affecting the property and casualty insurance industry in the geographic areas and product markets in which the MSA Group Companies conduct business; (iv) the result of any earthquake, hurricane, tsunami, tornado, windstorm, epidemic or other natural disaster; (v) any change in any applicable Law; or (vi) any change in SAP; except in the case of the foregoing clauses (i) through (vi) to the extent those events, circumstances, changes or effects have a disproportionate effect on the MSA Group Companies compared to other companies of similar size operating in the property and casualty insurance industry and geographic regions in which MSA Group Companies operate.

“MSA Material Contract” has the meaning ascribed to it in Section 4.13.1.

“MSA Outside Director” has the meaning ascribed to it in Section 2.8.

“MSA Plans” has the meaning ascribed to it in Section 4.19.1.

“MSA Privacy Policies” has the meaning ascribed to it in Section 4.28.1.

“MSA Products” means any and all of the products and services marketed, sold, distributed, or performed by or on behalf of the MSA Group Companies in the seven (7) years prior to the date hereof in the Ordinary Course of Business.

“MSA Real Property Lease” has the meaning ascribed to it in Section 4.9.2.

“MSA Representatives” has the meaning ascribed to it in Section 7.4.

“MSA Statutory Financial Statements” has the meaning ascribed to it in Section 4.5.1.

“MSA Subsidiary” has the meaning ascribed to it in Section 4.2.1.

“MSA Subsidiary Organizational Documents” means the articles of incorporation and bylaws and the organizational documents (including, without limitation, articles of incorporation, articles of organization, bylaws, operating agreements, and similar documents, as applicable) of each of MSA Subsidiary and MSA Affiliated Company in effect as of the date hereof

“NGM” means NGM Insurance Company.

“OCI” means the Office of the Commissioner of Insurance of the State of Wisconsin.

“OIR” means the Florida Office of Insurance Regulation.

“Order” means any order, writ, verdict, rule, ruling, judgment, injunction, directive, or decree of or any stipulation to or agreement with, determination, suit, action, proceeding, or investigation of any arbitrator, mediator, or Governmental Entity, whether preliminary, interlocutory, or final.

“Ordinary Course of Business” of any Person means the ordinary and usual course of business of such Person consistent with past practice.

“Party” or “Parties” has the meaning ascribed to it in the Preamble.

“Permitted AFI Liens” has the meaning ascribed to it in Section 5.9.1.

“Permitted MSA Liens” has the meaning ascribed to it in Section 4.9.1.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, Governmental Entity, business unit, division, or entity.

“SAP” means statutory accounting principles prescribed or permitted by the domiciliary state insurance department of the applicable insurance company, as the case may be.

“Software” means software, including associated computer programming code (including, unless otherwise specified, both object code and source code versions thereof), documentation (including, unless otherwise specified, user manuals and other written materials that relate to particular code or databases), materials useful for design (for example, logic manuals, flow charts, and principles of operation), and other written materials or tangible items. “Software” also includes software offered as software-as-a-service.

“Subsidiary” means, with respect to any Person, any corporation of which at least twenty percent (20%) of the total voting power (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, joint venture, limited liability company, association, or other similar business entity of which at least twenty percent (20%) of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have an ownership interest in a partnership, association, limited liability company, or other similar business entity to the extent and in such proportions as such Person is allocated the gains or losses of such partnership, association, limited liability company, or other similar business entity or is or controls the managing director or general partner of such partnership, association, limited liability company, or other similar business entity.

“Surviving Articles” has the meaning ascribed to it in Section 2.6.

“Surviving Bylaws” has the meaning ascribed to it in Section 2.7.

“Surviving Corporation” has the meaning ascribed to it in Section 2.1.

“Surviving Corporation Adverse Effect” means a material adverse effect on the business, financial condition, or results of operations of the Surviving Corporation and its Subsidiaries, taken as a whole (and assuming for the purpose of this definition that the Merger has been consummated), after the Effective Time, other than any such effect resulting from general economic conditions or general financial market conditions or changes (including interest rate changes).

“Tax Returns” mean all returns, declarations, reports, estimates, and statements, regarding Taxes, required to be filed under United States federal, state, local, or foreign Laws.

“Taxes” mean all taxes, charges, fees, levies or other assessments, including all net income, gross income, premium or privilege, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, customs duties, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Entity (domestic or foreign).

“Third Party Intellectual Property” means any Intellectual Property owned by a third party.

“WIC” means the Wisconsin Insurance Code, codified at Chapters 600 to 655 of the Wisconsin Statutes, and corresponding regulations, in each case as amended from time to time.

“Wisconsin Commissioner” means the Wisconsin Commissioner of Insurance.

ARTICLE II

THE MERGER

2.1 The Merger. In accordance with the provisions of this Agreement and subject to the satisfaction or, if permissible, waiver, of the conditions set forth in Article VIII, Article IX, and Article X hereof, and in accordance with the applicable provisions of the WIC and the FIC, at the Effective Time, MSA Holdings shall be merged with and into AFI MHC and the separate existence of MSA Holdings shall thereupon cease and AFI MHC shall be the surviving corporation in the Merger (the “Surviving Corporation”).

2.2 The Closing. Unless this Agreement shall have been terminated pursuant to Section 12.1 and subject to the satisfaction or waiver of each of the conditions set forth in Article VIII, Article IX, and Article X, the closing of the Merger (“Closing”) under this Agreement shall be held at the offices of Foley & Lardner LLP located in Madison, Wisconsin at 10:00 a.m., local time, as promptly as practicable after the fulfillment or waiver, as applicable, of all the terms and conditions contained in Article VIII, Article IX, and Article X of this Agreement, or in such manner and at such other place and time as shall be mutually agreed to by the Parties. The date and time of the Closing are referred to herein as the “Closing Date.”

2.3 Effective Time. The Merger shall become effective at 12:01 a.m. Central Time on the date that Articles of Merger are filed with the Wisconsin Commissioner pursuant to Sections 644.27 and 611.73 of the WIC and Section 181.1105 of the Wisconsin Statutes, or such other later date or time as AFI MHC and MSA Holdings may agree and specify in the Articles of Merger (the “Effective Time”).

2.4 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in Section 181.1106 of the Wisconsin Statutes, subject to and/or as incorporated by, Section 181.1105 of the Wisconsin Statutes and Sections 644.27 and 611.73 of the WIC, and except as otherwise provided in the foregoing Wisconsin Statutes, as provided in Section 607.1106 and Section 607.1107 of the Florida Statutes subject to and/or as incorporated by, Section 628.715 of the FIC. Without limiting the generality of the foregoing provisions, and subject to satisfaction of the conditions or requirements contained therein, at the Effective Time the Surviving Corporation shall have all of the rights, privileges, immunities and powers, and shall be subject to all of the duties, obligations, and liabilities granted or imposed by applicable Law. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature of each of the Parties; and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, assessments payable from members or policyholders, and all

other choses in action and all and every other interest of, or belonging to or due to, each of the Parties shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, under applicable Law vested in any of such Parties shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Parties; any claim existing or action or proceeding pending by or against any of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; neither the rights of creditors nor any Liens upon the property of any of the Parties shall be impaired by the Merger, but such Liens shall be limited to the property upon which there were Liens immediately prior to the time of the Merger, unless otherwise provided herein.

2.5 Member Rights and Interests in Surviving Corporation. Immediately following the Effective Time, by virtue of the Merger and without any action on the part of the Members of MSA Holdings, each membership interest in MSA Holdings shall be converted into and become a membership interest in the Surviving Corporation. The Merger shall not affect the membership rights of any Member of AFI MHC, and immediately following the Effective Time, each Member of the Surviving Corporation shall possess identical Member rights and privileges, in each case subject to applicable Law including, without limitation, administrative Orders or other conditions or requirements (if any) issued or imposed by OCI or OIR in connection with their review and any potential approval or non-disapproval of the Merger.

2.6 Articles of Incorporation. At the Effective Time, by virtue of the Merger and without any additional action on the part of AFI MHC, MSA Holdings, or the Members of either of the foregoing, the articles of incorporation of the Surviving Corporation shall be amended and restated in their entirety in the form attached hereto as Exhibit A (the “Surviving Articles”).

2.7 Bylaws. At the Effective Time, the bylaws of AFI MHC in the form attached hereto as Exhibit B (the “Surviving Bylaws”) shall continue as the Bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable Law.

2.8 Board of Directors and Officers for the Surviving Corporation. At the Effective Time, the Board of Directors of the Surviving Corporation will be comprised of those persons who were directors of AFI MHC immediately prior to the Effective Time (the “Continuing Directors”), plus two individuals who were directors of MSA Holdings immediately prior to the Effective Time (the “MSA Designees”). One of the MSA Designees will be the Chief Executive Officer of MSA Holdings immediately prior to the Effective Time. The other MSA Designee (the “MSA Outside Director”) will be an individual who was a nonemployee director of MSA Holdings immediately prior to the Effective Time, to be selected by the Board of Directors of AFI MHC from among a panel of two (2) or more candidates identified by mutual agreement of the Parties. The MSA Designees shall each be appointed by action of the Board of Directors of AFI MHC to fill vacancies on AFI MHC Board of Directors (which shall, if and as necessary, be created by Board action increasing the number of Directors) for a term commencing with the Effective Time and ending on the date of the first annual meeting of the Members of the Surviving Corporation after the Effective Time, shall be nominated for reelection at such annual

meeting for a three (3)-year term, and thereafter shall be given due consideration for nomination for one or more additional terms. The terms of the Continuing Directors will be unaffected by the Merger. Notwithstanding the foregoing, if a MSA Designee is an employee of the Surviving Corporation or one of its Affiliates after the Effective Time, termination of such director's employment will also, without further action on the part of any Person, result in the termination of his or her term as a director. In the event that, prior to the Effective Time, a MSA Designee becomes unwilling or unable to serve as a director of the Surviving Corporation, or if his or her board service is terminated earlier than the expiration of his or her initial term set forth above, the resulting vacancy on the Board of Directors of the Surviving Corporation will be filled by action of the Board of Directors of the Surviving Corporation, appointing an individual selected by the Board of Directors of the Surviving Corporation from among a panel of two (2) or more candidates identified by mutual agreement of the Surviving Corporation and the Advisory Board described in Section 6.7.1. From and after the Effective Time, the officers of AFI MHC shall be the officers of the Surviving Corporation, each such officer to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation in effect from time to time.

ARTICLE III

PLAN OF MERGER

3.1 Board of Director and Member Approvals.

3.1.1 AFI MHC represents that KPMG Corporate Finance LLC has delivered to the AFI MHC Board of Directors an opinion that the Merger is fair, from a financial point of view, to AFI MHC's Members.

3.1.2 AFI MHC represents that its Board of Directors, at a meeting called and held, has determined that the Merger and the other transactions contemplated herein are in the best interests of AFI MHC and its Members.

3.1.3 MSA Holdings represents that Keefe, Bruyette & Woods, Inc. has delivered to the MSA Holdings Board of Directors an opinion that the exchange of membership interests in MSA Holdings for membership interests in the Surviving Corporation is fair, from a financial point of view, to MSA Holdings' Members.

3.1.4 MSA Holdings represents that its Board of Directors, at a meeting duly called and held, has determined that the Merger and the other transactions contemplated herein are in the best interests of MSA Holdings and its Members.

3.1.5 Each Party shall take all actions reasonably necessary or advisable under their respective articles of incorporation and bylaws to convene a meeting of their respective Members as promptly as practicable to consider and vote upon this Agreement.

3.1.6 Subject to their fiduciary duties under applicable Law, each Party's Board of Directors will recommend that their respective Members vote in favor of this Agreement and will use their respective commercially reasonable efforts to solicit such Members to vote in favor of this Agreement and to take all other actions reasonably necessary or advisable to secure the

votes of their respective Members which are required in order to approve this Agreement and effect the transactions contemplated herein.

3.2 Meeting Notice. Each Party shall prepare meeting notices setting forth the time, place, and purpose of the Members' meetings referred to in Section 3.1 hereof.

3.3 Member Information Statements. Each Party shall prepare an information statement regarding the transactions contemplated by this Agreement (which shall include either a copy or summary of this Agreement) for delivery to their respective Members entitled to vote on the Merger, in each case satisfying all requirements of applicable Law and in form and substance reasonably acceptable to AFI MHC.

3.4 Reasonable Efforts; Governmental Approvals.

3.4.1 Upon the terms and subject to the conditions herein provided, each of the Parties hereto agrees to use commercially reasonable efforts to take, or cause to be taken, all actions to do, or cause to be done, and to assist and cooperate with the other Party hereto in doing, all things necessary, proper or advisable under applicable Law to consummate and make effective, in the most expeditious manner reasonably practicable, the Merger and the other transactions contemplated by this Agreement, including: (i) the actions set forth in this Article III; and (ii) obtaining all necessary actions or waivers, consents, Governmental Approvals and other approvals as may be required from Governmental Entities and other Persons and the making of all necessary registrations and filings. Notwithstanding anything to the contrary contained in this Agreement, AFI MHC shall not be obligated to take or refrain from taking nor to agree to it or its Affiliates (including its Affiliates after the Merger) taking or refraining from any action nor to suffer to exist any condition, limitation, restriction or requirement that, individually or in the aggregate with any other actions, conditions, limitations, restrictions or requirements, would or would reasonably be likely to result in a Burdensome Condition. In connection with the foregoing, the Parties shall make, and cause their respective Affiliates to make, all filings required by applicable Law as promptly as reasonably practicable after the date hereof in order to facilitate prompt consummation of the transactions contemplated by this Agreement and shall provide, and shall cause their respective Affiliates to provide, such information and communications to Governmental Entities as such Governmental Entities may request. Subject to applicable Law, each of the Parties shall provide to the other Party copies of all applications or other communications to Governmental Entities in connection with this Agreement in advance of the filing or submission thereof. If any Governmental Entity requires that a hearing be held in connection with any required Governmental Approval of the transactions contemplated by this Agreement, each Party shall use commercially reasonable efforts to arrange for such hearing to be held promptly after the notice that such hearing is required has been received by such Party. Subject to applicable Law, each Party shall give the other Party reasonable prior written notice of the time and place when any meetings, telephone calls or other conferences may be held by it with any Governmental Entity in connection with the transactions contemplated by this Agreement, and the other Party will have the right to have a representative or representatives attend or otherwise participate in any such meeting, telephone call or other conference.

3.4.2 Neither Party shall acquire any properties or assets, or (by merger, consolidation, acquisition or disposition of stock or assets or otherwise) any business or any corporation, partnership or other business organization or division, in each case, that would reasonably be expected to have the effect of materially delaying, impairing, or impeding: (i) the consummation of the Merger; or (ii) the receipt of any required Governmental Approval, except, in the case of clause (ii) above, as set forth on Section 3.4.2 of the AFI Disclosure Schedule or MSA Disclosure Schedule, as applicable.

3.4.3 Without limiting the generality of the foregoing, as soon as reasonably practicable after the date hereof, the Parties shall make all filings and notifications with all insurance Governmental Entities that may be or may become reasonably necessary, proper or advisable under this Agreement and applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including: (i) “Form A” or similar change of control applications to be filed in each jurisdiction where required by applicable Laws with respect to the transactions contemplated by this Agreement; and (ii) if required, an appropriate filing of a notification and report form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement.

3.4.4 From and after the date hereof, the Parties shall use commercially reasonable efforts, and shall cooperate fully with each other to obtain as promptly as reasonably practicable following the date hereof all required approvals, consents, waivers, or authorizations from Third Parties (other than any Governmental Entity) required in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF MSA HOLDINGS

MSA Holdings represents and warrants to AFI MHC as follows:

4.1 Organization. MSA Holdings is a mutual insurance holding company duly organized, validly existing, and in good standing under the applicable Laws of the State of Florida and has the corporate power and authority and all authorizations, licenses, and permits necessary to own and operate its properties and to carry on its businesses as now conducted, except where the failure to hold such authorizations, licenses, and permits would not have a MSA Material Adverse Effect. MSA Holdings is qualified to do business in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified would not have a MSA Material Adverse Effect.

4.2 Subsidiaries; Affiliated Companies.

4.2.1 Subsidiaries. Section 4.2.1 of the MSA Disclosure Schedule sets forth a true and complete a list of all of MSA Holdings’ direct or indirect Subsidiaries (hereinafter separately called a “MSA Subsidiary” and collectively called the “MSA Subsidiaries”), including its name, place of incorporation or formation and, if not wholly owned directly or indirectly by MSA Holdings, the record ownership as of the date of this Agreement of all capital stock or

other equity interests issued thereby. All of the outstanding shares of capital stock of each of the MSA Subsidiaries have been validly issued and are fully paid and nonassessable. Except for the MSA Subsidiaries, the MSA Affiliated Companies, or as set forth in Section 4.2.1 of the MSA Disclosure Schedules, no MSA Group Company holds any equity securities, or securities convertible into equity, in any entity (other than an Investment) and there are no outstanding subscriptions, options, warrants, calls, rights, convertible securities, obligations to make capital contributions or advances, or voting trust arrangements, stockholders' agreements or other agreements, commitments or understanding of any character relating to the issued or unissued capital stock of any MSA Subsidiary or any securities convertible into, exchangeable for or evidencing the right to subscribe for any shares of such capital stock or otherwise obligating any MSA Group Company to issue, transfer or sell any such capital stock or such other securities. Each of the MSA Subsidiaries is duly organized, validly existing and in good standing under the applicable Laws of the jurisdiction of its incorporation or organization, as applicable, and has all requisite corporate, or other legal entity, as the case may be, power and authority and all authorizations, licenses and permits necessary to own and operate its properties and to carry on its businesses as now conducted and is qualified to do business in every jurisdiction in which its ownership of property or the conduct of its businesses as now conducted requires it to qualify, except in each such case where the failure to hold such authorizations, licenses and permits or to be so qualified would not have a MSA Material Adverse Effect. Each of the MSA Subsidiaries is duly qualified or otherwise authorized to transact business as a foreign entity and is in good standing in every jurisdiction in which such qualification or authorization is required by applicable Law to carry on its business as now being conducted, except where the failure to be so qualified would not individually or in the aggregate have a MSA Material Adverse Effect.

4.2.2 Affiliated Companies. Each of the MSA Affiliated Companies is duly organized, validly existing and in good standing under the applicable Laws of the jurisdiction of its incorporation or organization, as applicable, and has all requisite corporate, or other legal entity, as the case may be, power and authority and all authorizations, licenses and permits necessary to own and operate its properties and to carry on its businesses as now conducted and is qualified to do business in every jurisdiction in which its ownership of property or the conduct of its businesses as now conducted requires it to qualify, except in each such case where the failure to hold such authorizations, licenses and permits or to be so qualified would not have a MSA Material Adverse Effect. Each of the MSA Affiliated Companies is duly qualified or otherwise authorized to transact business as a foreign entity and is in good standing in every jurisdiction in which such qualification or authorization is required by applicable Law to carry on its business as now being conducted, except where the failure to be so qualified would not individually or in the aggregate have a MSA Material Adverse Effect.

4.3 Authorization; No Conflict.

4.3.1 The execution, delivery, and performance of this Agreement by MSA Holdings and the consummation of the transactions contemplated hereby have been duly and validly authorized by the MSA Holdings Board, and subject to obtaining the MSA Holdings Member Approval, no other corporate proceedings on its part are necessary to authorize the execution and performance of this Agreement. Assuming this Agreement is a valid and binding obligation of AFI MHC, this Agreement has been duly executed and delivered by MSA Holdings

and constitutes the valid and legally binding obligation of MSA Holdings, enforceable against it in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium, or similar Laws affecting or relating to creditors' rights generally and general principles of equity.

4.3.2 Except for: (i) the filing of the Articles of Merger with the Wisconsin Commissioner; (ii) the MSA Holdings Member Approval; (iii) compliance with and filings under the HSR Act; (iv) the MSA Governmental Approvals; and (v) the consents, waivers, authorizations or approvals set forth in Section 4.3.2 of the MSA Disclosure Schedule, the execution, delivery, performance and compliance with the terms and conditions of this Agreement by MSA Holdings and the consummation of the transactions contemplated hereby and thereby do not and shall not: (A) violate, conflict with, result in any breach of or constitute a violation or default, or give rise to a right of termination under any of the provisions of the articles of incorporation or bylaws (or equivalent organizational documents) of any MSA Group Company; (B) except as set forth in Section 4.3.2 of the MSA Disclosure Schedule, violate, result in a breach of, constitute a violation or default, or give rise to a right of termination under any MSA Material Contract; (C) violate any Law to which any of the MSA Group Companies is subject; (D) violate any judicial, administrative or arbitral Order, writ, award, judgment, injunction or decree involving any MSA Group Company; or (E) result in the creation of any Lien upon any of the assets of any MSA Group Company, except where the failure of any of the representations and warranties contained in clauses (B), (C), (D), or (E) above to be true would not have a MSA Material Adverse Effect.

4.4 Governmental Approvals. Except for the applicable requirements of the HSR Act and the consents, waivers, approvals, authorizations, permits, filings, or notifications listed in Section 4.4 of the MSA Disclosure Schedule (collectively, the "MSA Governmental Approvals"), no filing with or notice to, and no permit, authorization, consent or approval of any Governmental Entity is necessary for the consummation by MSA Holdings of the transactions contemplated by this Agreement, except for such consents, approvals, filings, permits or authorizations the failure of which to obtain, make or give, as the case may be, would not, individually or in the aggregate, be reasonably likely to have a MSA Material Adverse Effect.

4.5 Financial Statements.

4.5.1 Statutory Financial Statements. MSA Holdings has previously made available to AFI MHC copies of the audited statutory annual statements for the fiscal years ended December 31, 2017, 2016, and 2015 and the three (3) month period ended March 31, 2018 for each of the MSA Group Insurance Companies as filed with the insurance regulator in their respective states of domicile (collectively, the "MSA Statutory Financial Statements"). Except as set forth in Section 4.20 of the MSA Disclosure Schedule relative to the reserves of the MSA Group Insurance Companies, the MSA Statutory Financial Statements, including the provisions made therein for investments and the valuation thereof, reserves, policy and contract claims, together with the notes thereto, fairly present in all material respects (and, as to any MSA statutory financial statements not filed as of the date hereof, will fairly present in all material respects) the financial position, assets, liabilities, change in financial position, surplus and other funds, and results of operations of each such MSA Group Insurance Company as of the times

and for the periods referred to therein in conformity with SAP, except as set forth therein. Each such MSA Statutory Financial Statement was (and, as to any MSA statutory financial statements not filed as of the date hereof, will be) in compliance with applicable Law and correct in every material respect when filed and there were no material omissions therefrom.

4.6 Absence of Certain Changes. Since January 1, 2018, there has been no event or condition that has had (or is reasonably likely to result in) a MSA Material Adverse Effect, and except as set forth in Section 4.6 of the MSA Disclosure Schedule, the MSA Group Companies have conducted their businesses in the Ordinary Course of Business.

4.7 No Undisclosed Liabilities. Except as set forth in Section 4.20 of the MSA Disclosure Schedule relative to the reserves of the MSA Group Insurance Companies, no MSA Group Company has any liabilities or obligations (whether absolute or contingent and whether due or to become due) of a nature that would be required to be disclosed on a balance sheet prepared in accordance with SAP, in each case except for: (i) liabilities and obligations reported, disclosed, accrued or specifically reserved against in the MSA Statutory Financial Statements; (ii) contractual liabilities arising in the Ordinary Course of Business; (iii) liabilities incurred after the date of this Agreement without violation of Section 6.1 hereof; or (iv) liabilities that, individually or in the aggregate, are not reasonably likely to result in a MSA Material Adverse Effect.

4.8 Internal Controls. The MSA Group Companies have devised and maintain a system of internal accounting controls with respect to the business of the MSA Group Companies sufficient to provide reasonable assurances that: (i) transactions are executed according to the management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements conforming with SAP, and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; and (iv) recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; in each case, except where any such failure to do so would not cause a MSA Material Adverse Effect.

4.9 Real Property; Title to Property.

4.9.1 Section 4.9.1 of the MSA Disclosure Schedule sets forth all of the real property owned by MSA Group Companies, including the address of such real property, and the identification of any leases or subleases affecting such real property. Each MSA Group Company has good and marketable title to all real properties owned by it and good title to all other assets and properties shown as owned by it on the MSA Latest Balance Sheet or acquired since that date (except properties disposed of in the Ordinary Course of Business subsequent to that date), in each case free of all Liens of any nature whatsoever, other than: (i) Liens for Taxes not yet due and payable; (ii) such minor Liens as, in the aggregate, do not and would not if asserted be reasonably likely to have a MSA Material Adverse Effect; and (iii) the Liens listed in Section 4.9.1 or Section 4.9.2 of the MSA Disclosure Schedule ("Permitted MSA Liens").

4.9.2 Section 4.9.2 of the MSA Disclosure Schedule sets forth all of the real property leased, subleased, licensed, or otherwise occupied by any MSA Group Company, including the address of such real property, the identification of the lease, sublease, license, or occupancy agreement by which any MSA Group Company occupies such real property, and any subleases, sublicenses, or sub agreements affecting such real property (each a “MSA Real Property Lease,” and collectively, the “MSA Real Property Leases”). To the Knowledge of MSA Holdings, a MSA Group Company holds a valid and existing leasehold interest under each MSA Real Property Lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor’s rights Laws, and subject to Permitted MSA Liens. No MSA Group Company has entered into or exercised any option to purchase, lease, sublease, license, or occupancy agreement, or allowed any other party to lease, sublease, license, occupy or enter into an option to purchase or agreement for the purchase and sale of, any real property except as disclosed in Section 4.9.1 or Section 4.9.2 of the MSA Disclosure Schedule. Each MSA Group Company has the right to use the real property owned or leased by it for all purposes for which they are currently used, and each MSA Group Company is using the real property owned or leased by it in compliance with all applicable Laws.

4.10 Investment Securities. All transactions in securities, mortgages, and other investments (“Investments”) owned by each MSA Group Company since December 31, 2015 have complied with the written investment policies of such MSA Group Company and applicable Law. Except as set forth in Section 4.10 of the MSA Disclosure Schedule, each MSA Group Company has good title to its Investments other than with respect to those Investments that have been disposed of in the Ordinary Course of Business or redeemed in accordance with their terms since such date and other than Permitted MSA Liens or with respect to statutory deposits that are subject to customary restrictions on transfer. None of the Investments owned by any MSA Group Company, to the Knowledge of MSA Holdings, are as of the date of this Agreement in default in the payment of principal or interest, except for any such defaults that individually, or collectively, would not be reasonably likely to have a MSA Material Adverse Effect. Except as set forth in Section 4.10 of the MSA Disclosure Schedule, there are no Liens on any Investments owned by the MSA Group Companies, other than Permitted MSA Liens, and none of the Investments owned by any MSA Group Company consists of securities loaned to third parties.

4.11 Environmental. Except as set forth in Section 4.11 of the MSA Disclosure Schedule, each MSA Group Company has conducted and is conducting its business in compliance in all material respects with all Laws currently in force relating to pollution or the protection of the environment (“Environmental Laws”). Except as set forth in Section 4.11 of the MSA Disclosure Schedule, there is no pending, or to the Knowledge of MSA Holdings, threatened, civil or criminal litigation, written notice of violation, or administrative proceeding relating to such Environmental Laws involving any MSA Group Company or any previously or presently owned property or asset of any MSA Group Company. To the Knowledge of MSA Holdings, there are no conditions existing with respect to the release, emission, discharge or presence of hazardous substances in connection with the business of any MSA Group Company, which conditions could, individually or in the aggregate, be reasonably likely to have a MSA Material Adverse Effect. No MSA Group Company requires any approvals, consents, licenses,

or permits with respect to environmental matters to carry on their business substantially as currently conducted.

4.12 Intellectual Property.

4.12.1 Title to Intellectual Property. The MSA Group Companies own or have a valid and effective right under license to use all Intellectual Property necessary for the conduct of the business of the MSA Group Companies as currently conducted free and clear of all title defects, claims or Liens, other than Permitted MSA Liens. To the Knowledge of MSA Holdings, the rights of the MSA Group Companies in and to such Intellectual Property are sufficient for the conduct of the business of the MSA Group Companies as currently conducted.

4.12.2 Registrations. All trademark registrations and pending trademark applications, domain names, copyright registrations, patent and pending patent applications, and similar registrations in any jurisdiction included among the MSA Intellectual Property owned by the MSA Group Companies are valid, subsisting, and in full force and effect as of the date hereof (provided, however, that any pending applications are subject to the uncertainty and risks ordinarily associated with prosecution, and may incur rejections or other office actions affecting their registration or issuance, or the scope of any registered or issued property that results therefrom) and all maintenance, renewal, registration or other fees that are required by any Governmental Entity in relation to the maintenance or renewal of any registrations or pending applications for MSA Intellectual Property owned by the MSA Group Companies and have a non-extendable due date falling prior to the Closing Date have been paid in full, and such fees have been paid or extensions have been requested for any such pending applications or registrations that have extendable due dates falling prior to the Closing Date. All rights in any MSA Intellectual Property owned by the MSA Group Companies has been assigned by express agreement to a MSA Group Company, or such MSA Intellectual Property has been prepared by MSA Group Company employees in the ordinary course of their employment and as such constitutes a work made for hire.

4.12.3 Absence of Claims. The use by the MSA Group Companies of MSA Intellectual Property does not materially infringe, misappropriate, or violate any Third-Party Intellectual Property. No MSA Group Company is engaged in, a party to, or, to the Knowledge of MSA Holdings, threatened with, any claim, controversy, legal or equitable action, or other proceeding (whether as plaintiff, defendant, or otherwise, and regardless of the forum or the nature of the opposing party) asserting material infringement, misappropriation or any other violation of any Third-Party Intellectual Property. No MSA Group Company has received any written legal or expert opinion that any of its products and services, the MSA Intellectual Property, or the operation of its business, as previously or currently conducted, materially infringes, misappropriates, or otherwise violates any Third Party Intellectual Property rights.

4.12.4 Absence of Infringement; Unauthorized Use. To the Knowledge of MSA Holdings, there has been no material unauthorized use, unauthorized disclosure, infringement, or misappropriation of any MSA Intellectual Property owned by the MSA Group Companies by any third party, including any employee or former employee of the MSA Group Companies. No MSA Group Company has brought in the past five (5) years, and there are no pending, actions,

suits, or proceedings by the MSA Group Companies for infringement or misappropriation of, or for breach of any contractual obligation concerning, any MSA Intellectual Property owned by the MSA Group Companies.

4.13 Agreements.

4.13.1 Subject to Section 4.13.2, except as set forth in Section 4.13.1 of the MSA Disclosure Schedule, no MSA Group Company is a party to, nor is MSA Holdings or any of the MSA Subsidiaries bound by, any oral or written (each, a “MSA Material Contract” and collectively, the “MSA Material Contracts”):

- (i) employment agreement or agreement to make payments to any employee;
- (ii) stock ownership, profit-sharing, bonus, deferred compensation, stock option, severance pay, pension, retirement or similar plan or agreement;
- (iii) mortgage, indenture, note or installment obligation the unpaid balance of which exceeds \$10,000,000, or other instrument for or relating to any borrowing of money by MSA Holdings or any of the MSA Subsidiaries, the unpaid balance of which exceeds \$10,000,000;
- (iv) guaranty of any obligation for borrowings or otherwise, which individually or in the aggregate exceeds \$10,000,000;
- (v) agreement or arrangement for the sale or lease of any material amount of its assets or part of its business other than in the Ordinary Course of Business or for the preferential rights to purchase or lease any material amount of its assets or part of its business;
- (vi) reinsurance, pooling, or retrocession treaty or agreement, which exceeds \$1,000,000 (including terminated treaties or agreements containing residual or unexpired liabilities for which any of the MSA Group Insurance Companies have either provided or received notice of a loss or claim and/or booked a corresponding reserve);
- (vii) affiliation agreements;
- (viii) agreement or contract with any managing general agent, managing general underwriter, or wholesale insurance agency.
- (ix) agreement for the outsourcing of any material portion of the insurance operations of any of the MSA Group Insurance Companies, including, without limitation, any management or advisory agreement with respect to investment assets, administrative services agreement, agreement for the provision of claims or underwriting services, or agreement for data processing or analysis;

(x) agreement or arrangement containing any provision or covenant limiting the ability of MSA Holdings or any of the MSA Subsidiaries to engage in any line of business, compete with any Person, to do business with any Person or in any location or to employ any Person that individually or in the aggregate would be reasonably likely to have a MSA Material Adverse Effect;

(xi) agreement or arrangement with any Person containing any provision or covenant relating to the indemnifying or holding harmless by any MSA Group Company of any Person which might reasonably be expected to result in a liability to any MSA Group Company of \$10,000,000 or more, except where such agreement or arrangement is contained within the articles of incorporation or bylaws of MSA Holdings or any of MSA Subsidiary Organizational Documents;

(xii) MSA Real Property Lease;

(xiii) agreement for the administration of a material portion of claims for any MSA Group Insurance Company;

(xiv) material disaster recovery agreement;

(xv) agreements relating to Intellectual Property that is material to the business of the MSA Group Companies taken as a whole, but excluding licenses for generally available, off-the-shelf Software that is licensed pursuant to commercial terms and conditions;

(xvi) agreement or arrangement that involves or is reasonably likely to involve the payment by or to any MSA Group Company of \$10,000,000 or more (not taking into account potential future automatic renewals or extensions of such agreements or arrangements); or

(xvii) any other contract, agreement or other instrument not otherwise listed in this Section 4.13.1 that is otherwise material to the business, assets, liabilities, results of operations or financial condition of the MSA Group Companies taken as a whole.

4.13.2 The MSA Material Contracts are in full force and effect as of the date hereof. No MSA Group Company, or to the Knowledge of MSA Holdings, any other party thereto, is in default as to any provision thereof, except for defaults that individually or in the aggregate would not be reasonably likely to have a MSA Material Adverse Effect. True and complete copies of all MSA Material Contracts have been delivered or made available to AFI MHC for review, except for agreements responsive to subsection (vi) above, for which only copies of those agreements for which there are balances shown as payable or recoverable on Schedule F within the most recent MSA Statutory Financial Statement have been provided or made available.

4.14 Litigation. Except as set forth in Section 4.14 of the MSA Disclosure Schedule, and except for insurance claims litigation arising in the Ordinary Course of Business for which

reserves have been established in accordance with Section 4.20 hereof, there are no actions, suits or proceedings pending, or, to the Knowledge of MSA Holdings, threatened, against or affecting any of the MSA Group Companies or their properties or businesses, at law or in equity, or before any Governmental Entity or before any arbitrator, that has had, or is reasonably likely to result in, a MSA Material Adverse Effect. Except as set forth in Section 4.14 of the MSA Disclosure Schedule, there are no unresolved disputes under any contract to which any MSA Group Company is a party or by which any MSA Group Company is bound, except for insurance-claims litigation arising in the Ordinary Course of Business for which reserves have been established in accordance with Section 4.20 hereof or disputes that have not had (or are not reasonably likely to result in) a MSA Material Adverse Effect. No MSA Group Company is in default with respect to any Order, writ, award, judgment, injunction or decree of any Governmental Entity or arbitrator applicable to it that has had (or is reasonably likely to result in) a MSA Material Adverse Effect.

4.15 Compliance with Laws. Except as would not, or would not be reasonably likely to, result in a MSA Material Adverse Effect, since January 1, 2015: (i) each of the MSA Group Companies has been in compliance in all material respects with all applicable Law; and (ii) none of the MSA Group Companies has received any written notice alleging any material violations of applicable Laws or material liability or potential liability under any such Law. As of the date hereof, all material approvals, filings, permits, and licenses of Governmental Entities required to conduct the business of the MSA Group Companies are in the possession of the MSA Group Companies, are in full force and effect and are being complied with. Since January 1, 2015, no MSA Group Company has received any written communication from any Governmental Entity or any other Person regarding any actual or alleged violation of, or failure on the part of any MSA Group Company to comply with, any applicable Laws. There are no unpaid claims and assessments against any MSA Group Insurance Company whether or not due, by any state insurance guaranty association (in connection with that association's fund relating to insolvent insurers), joint underwriting association, residual market facility or assigned risk pool.

4.16 Taxes.

4.16.1 Except as set forth in Section 4.16.1 of the MSA Disclosure Schedule: (i) all Tax Returns required to be filed with the appropriate taxing authorities have been filed by or on behalf of the MSA Group Companies and all Taxes due have been paid or provided for in full; (ii) there are no Liens for Taxes upon the assets of MSA Group Companies except statutory Liens for Taxes not yet due; (iii) there are no outstanding deficiencies in respect of Taxes asserted or threatened or assessments of Taxes made or threatened, nor any administrative or judicial proceedings pending or threatened concerning Taxes, with respect to the MSA Group Companies and any deficiencies, assessments or proceedings shown in the MSA Disclosure Schedule are being contested in good faith through appropriate proceedings; (iv) the MSA Group Companies have established on the financial statements described in Section 4.5 of this Agreement reserves and accruals adequate for the payment of all Taxes accrued for all periods reflected therein; (v) there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Returns required to be filed with respect to the MSA Group Companies; and (vi) no MSA Group Company requested any extension of time within which to file any Tax Return, which Tax Return has not been filed.

4.16.2 The income Tax Returns of the MSA Group Companies have been examined by the Internal Revenue Service and the applicable state taxing authorities or the statute of limitations has expired for all periods up to and including December 31, 2010, and there are no outstanding or unresolved proposed adjustments.

4.16.3 Except as set forth in Section 4.16.3 of the MSA Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not give rise to any payment by any MSA Group Company that will not be deductible (in whole or in part) by reason of Section 280G of the Code and the regulations promulgated thereunder.

4.16.4 Except as set forth in Section 4.16.4 of the MSA Disclosure Schedule, no currently effective power of attorney has been granted by MSA Holdings or any of the MSA Subsidiaries with respect to any matter relating to Taxes.

4.16.5 Each MSA Group Company has complied with all applicable Laws relating to the payment and withholding of Taxes and has, within the time and in the manner prescribed by applicable Law, withheld and paid over to the proper Governmental Entities all amounts required to be so withheld and paid over under applicable Law.

4.16.6 Except as set forth in Section 4.16.6 of the MSA Disclosure Schedule, no MSA Group Company is a party to any material Tax allocation, sharing, indemnification, or similar agreement or arrangement under which they or any one of them could be liable for any Taxes of any other party to such agreement or arrangement.

4.16.7 Since January 1, 2015, no written claim has been made by a Governmental Entity that any MSA Group Company is or may be subject to taxation by a jurisdiction where such MSA Group Company does not file Tax Returns.

4.16.8 Since January 1, 2015, no MSA Group Company has: (i) applied for any consent for any change in method of accounting or for any other Tax ruling; (ii) entered into a closing agreement or advance pricing agreement with any Tax authority; (iii) filed an election under Section 338(g) or Section 338(h)(10) of the Code (or taken any action that would result in any Tax liability as a result of a deemed election within the meaning of Section 338(e) of the Code); or (iv) been the “distributing corporation” (within the meaning of Section 355(c)(2) of the Code) with respect to a transaction described in Section 355 of the Code.

4.16.9 Each of the MSA Group Insurance Companies qualifies as an insurance company taxable under Section 831 of the Code and all Tax Returns have been filed in a manner consistent with such status.

4.17 Related Party Transactions. Except as set forth in Section 4.17 of the MSA Disclosure Schedule, no officer, director, or Affiliate of any MSA Group Company, or any individual in such officer’s or director’s immediate family, or any entity for which any such officer or director owns equity securities or serves as a director or officer, is a party to any agreement or transaction with any MSA Group Company.

4.18 Employees. With respect to employees or former employees of any MSA Group Company, there is no labor strike, dispute, slowdown, or stoppage actually pending or threatened against or directly affecting the MSA Group Companies. There are no charges or complaints involving any federal, state or local civil rights enforcement agency or court; complaints or citations under the Occupational Safety and Health Act or any state or local occupational safety act or regulation; employee grievances, unfair labor practice charges, complaints with the National Labor Relations Board; or other claims, charges, actions or controversies pending, or threatened or proposed, involving any MSA Group Company and any employee, former employee or any labor union or other organization representing or claiming to represent such employees' interests. Except as set forth in Section 4.18 of the MSA Disclosure Schedule, with respect to employees of any MSA Group Company: (i) no MSA Group Company is a party to a collective bargaining agreement covering any such employees; (ii) the employment of the MSA Group Companies' employees is terminable at will without cost to the MSA Group Companies, except for payment of accrued salaries or wages and vacation pay; and (iii) the MSA Group Companies have made no other additional commitments respecting employment or compensation of any of their employees. The MSA Group Companies are and have heretofore been in compliance in all material respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, the sponsorship, maintenance, administration and operation of (or the participation of its employees in) employee benefit plans and arrangements and occupational safety and health programs, and the MSA Group Companies are not engaged in any violation of any applicable Law related to employment, including unfair labor practices or acts of employment discrimination.

4.19 Employee Benefit Plans.

4.19.1 Section 4.19.1 of the MSA Disclosure Schedule sets forth a true and complete list of each employee benefit plan, as defined in Section 3(3) of ERISA (collectively, the "ERISA Plans") and each other plan, arrangement and agreement providing employee benefits (collectively, the "MSA Plans"), that covers current or former employees of the MSA Group Companies or ERISA Affiliate thereof and is presently maintained by the MSA Group Companies or any ERISA Affiliate thereof, which together with MSA Holdings would be deemed a "single employer" within the meaning of Section 4001 of ERISA. None of the MSA Plans is a "multiemployer plan," as defined in Section 3(37) of ERISA. MSA Holdings has delivered or made available to MSA Holdings copies of all MSA Plans; any related trust agreements, group annuity contracts, insurance policies or other funding agreements or arrangements relating thereto; the most recent determination letter, if any, from the Internal Revenue Service with respect to each of the MSA Plans that is intended to be a tax-qualified plan under Section 401(a) of the Code; actuarial valuations, if applicable, for the most recent plan year for which such valuations are available; the current summary plan descriptions; and the annual return/report on Form 5500 and summary annual reports for each of the MSA Plans for each of the last three (3) years.

4.19.2 Each of the ERISA Plans is in substantial compliance with all applicable Laws, including the Code and ERISA. Except as set forth in Section 4.19.2 of the MSA Disclosure Schedule, neither MSA Holdings nor any ERISA Affiliate currently maintains or sponsors a defined benefit pension plan, as defined in Section 414(j) of the Code, and neither

MSA Holdings nor any ERISA Affiliate has ever maintained or sponsored any such plan that could give rise to a liability against any MSA Group Company.

4.19.3 The written terms of each of the MSA Plans, and any related trust agreement, group annuity contract, insurance policy or other funding arrangement are in compliance in all material respects with all applicable Laws including ERISA, the Code, and the Age Discrimination in Employment Act, as applicable, and each of such MSA Plans has been administered in compliance in all material respects with such requirements.

4.19.4 Except with respect to income Taxes on benefits paid or provided: (i) no income, excise or other Tax or penalty (federal or state) has been waived or excused, has been paid or is owed by any Person (including any MSA Plan, any MSA Plan fiduciary, MSA Holdings or ERISA Affiliate) with respect to the operations of or any transactions with respect to any MSA Plan; and (ii) no action has been taken, nor has there been any failure to take any action, nor is any action or failure to take action contemplated, that would subject any Person or entity to any liability for any Tax or penalty in connection with any MSA Plan. No reserve for any Taxes or penalties has been established with respect to any MSA Plan, nor has any advice been given to any Person with respect to the need to establish such a reserve.

4.19.5 There are no: (i) actions, suits, arbitrations or claims (other than routine claims for benefits); (ii) legal, administrative or other proceedings or Governmental Entity investigations or audits; or (iii) complaints to or by any Governmental Entity, which are pending, anticipated or threatened, against the MSA Plans or their assets.

4.19.6 The present value of the future cost to MSA Holdings and ERISA Affiliates of post-retirement medical benefits that MSA Holdings or any ERISA Affiliate is obligated to provide, calculated on the basis of actuarial assumptions MSA Holdings considers reasonable estimates of future experience and which have been provided to MSA Holdings, does not exceed the amount specified in Section 4.19.6 of the MSA Disclosure Schedule.

4.19.7 Neither MSA Holdings nor any ERISA Affiliate, nor any of the ERISA Plans, nor any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection with which MSA Holdings or any ERISA Affiliate, any of the ERISA Plans, any such trust, or any trustee or administrator thereof, or any party dealing with the ERISA Plans or any such trust could be subject to either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a Tax imposed pursuant to Section 4975 or 4976 of the Code.

4.20 Reserves and Reinsurance. Except as set forth in Section 4.20 of the MSA Disclosure Schedule, the insurance reserves and liabilities reflected in the MSA Latest Balance Sheet and in the MSA Statutory Financial Statements for the MSA Group Insurance Companies in respect of all future insurance policy benefits, dividends, losses, unearned premiums, claims and expenses make sufficient provision for all reasonably anticipated matured and unmatured liabilities and obligations of the MSA Group Insurance Companies under all insurance policies and reinsurance and coinsurance agreements or other similar contracts outstanding at the foregoing dates pursuant to which the MSA Group Insurance Companies had or has any liability or obligation. All such insurance reserves and liabilities are computed in all material respects in

accordance with SAP and generally accepted actuarial loss reserving practices and assumptions, consistently applied, are fairly stated in accordance with sound reserving and actuarial principles, are based on factors and assumptions relevant to the provisions in the related insurance policies and reinsurance and coinsurance agreements, and are in material compliance with the applicable requirements of applicable Law. Except as set forth in Section 4.20 of the MSA Disclosure Schedule, neither no MSA Group Company is involved in any dispute with or inquiry initiated by its outside accountants or actuaries, or the OCI or any other Governmental Entity, with respect to the MSA Group Insurance Companies' actuarial or reserving practices. The MSA Group Insurance Companies own assets that qualify as admitted assets under applicable state insurance laws in an amount at least equal to all of its required insurance reserves. All reinsurance recoverables reflected or otherwise included, either as assets or contra-liabilities, in the MSA Statutory Financial Statements are fairly stated in accordance with SAP, except as set forth therein, and to the Knowledge of MSA Holdings, none are more than sixty (60) days past due or not fully collectible in due course.

4.21 Insurance Business.

4.21.1 Business. MSA Holdings conducts its insurance operations through the MSA Group Insurance Companies. Section 4.21.1 of the MSA Disclosure Schedule sets forth, as of the date hereof, a true and correct list of each jurisdiction in which each of the MSA Group Insurance Company is licensed or authorized to do business as an insurance company. Except as set forth in Section 4.21.1 of the MSA Disclosure Schedule, none of the MSA Group Insurance Company is "commercially domiciled" under the Laws of any jurisdiction or is otherwise treated as domiciled in a jurisdiction other than its respective jurisdiction of organization. Each MSA Group Insurance Company that has redomesticated since January 1, 2015 and prior to the Closing has done so in accordance with all applicable state Law and such redomestication is effective and valid.

4.21.2 Insurance Benefit Contracts and Rates. Except as set forth in Section 4.21.2 of the MSA Disclosure Schedule, all insurance policies issued by the MSA Group Insurance Companies as now in force are, to the extent required under applicable Law, on forms approved by applicable insurance Governmental Entities or that have been filed and not objected to by such Governmental Entities within the period provided for objection. Any premium rates charged by the MSA Group Insurance Companies and required to be filed with or approved by insurance Governmental Entities have been so filed or approved and all premiums charged conform thereto.

4.21.3 Assessments. Each MSA Group Insurance Company has paid in full or properly reserved for all guaranty fund and residual market assessments required by any Governmental Entity to be paid by such MSA Group Insurance Company.

4.22 Regulatory Filings. Since January 1, 2015, each MSA Group Insurance Company has filed all agreements, reports, statements, documents, registrations, filings and submissions required to be filed by such MSA Group Insurance Company with any state insurance regulatory authority except to the extent that the failure to file would not, individually or in the aggregate, have or be reasonably expected to have, individually or in the aggregate, a MSA Material

Adverse Effect, and no material deficiencies have been asserted by any such regulatory authority with respect to same. MSA Holdings has made available for inspection by AFI MHC: (i) any reports of examination (including financial, market conduct and similar examinations) of the MSA Group Insurance Companies issued by any insurance regulatory authority, in any case, since January 1, 2015; and (ii) all filings or submissions made since January 1, 2015 to the date hereof by any MSA Group Insurance Company with any insurance regulatory authority pursuant to the insurance holding company Laws of applicable states. Except as set forth in Section 4.22 of the MSA Disclosure Schedule, all material deficiencies or violations noted in the examination reports described in clause (i) above have been resolved to the reasonable satisfaction of the insurance regulatory authority that noted such deficiencies or violations.

4.23 Finders and Investment Bankers. No MSA Group Company has retained any broker, finder or other agent or incurred any liability for any brokerage fees, commissions or finders' fees with respect to the Merger, except that MSA Holdings has retained the services of Keefe, Bruyette & Woods, Inc. for strategic assistance and counsel in connection with consideration and evaluation of the transaction and for issuance of a fairness opinion, pursuant to an engagement agreement which has been made available to AFI MHC.

4.24 Capital or Surplus Maintenance. No MSA Group Company is subject to any requirement to maintain capital or surplus amounts or levels, or subject to any restriction on the payment of dividends or other distributions, except for requirements or restrictions under applicable Laws of general application or rating requirements of A.M. Best or other insurance company rating agency.

4.25 Operations Insurance. MSA Holdings has made available to AFI MHC copies of all liability, property, workers' compensation, directors and officers liability, and other similar insurance contracts that insure the business or properties of the MSA Group Companies or affect or relate to the ownership, use, or operations of any assets of the MSA Group Companies and that have been issued to a MSA Group Company. All such insurance contracts are in full force and effect and are with financially sound and reputable insurers, and all premiums due and payable thereon have in all material respects been paid in full on a timely basis. All notices of material reportable incidents with respect to such insurance occurring during the last five (5) years have been given in writing to appropriate carriers on a basis sufficiently timely to preserve the right of recovery of such insurance, and a copy of all such notices has been made available to AFI MHC. No party to any such insurance contract has, to the Knowledge of MSA Holdings, stated an intent or threatened to terminate or materially increase the premium in respect of any such insurance contract.

4.26 Fees and Commissions. Except as set forth in Section 4.26 of the MSA Disclosure Schedule, no director or officer of any MSA Group Company has received, or shall receive, any fees, commission or other compensation, directly or indirectly, for in any manner aiding, promoting or assisting in the Merger except for normal and routine compensation and employee benefits regularly paid to any director or officer for their services in attending to the conduct of the business of their employer.

4.27 Company Systems.

4.27.1 Adequacy. The MSA Company Systems have processing and storage capacity that is sufficient in all material respects for the operation of the MSA Group Companies' business, in each case as such MSA Company Systems are currently used and as such business is currently conducted. To the Knowledge of MSA Holdings, none of the MSA Company Systems fails to receive input of, recognize, store, retrieve, process, or generate output of, dates and date-related data in a manner that would result in an error, ambiguity, interruption, or malfunction, except to the extent such error, ambiguity, interruption, or malfunction would not have a MSA Material Adverse Effect.

4.27.2 Rights to Use. The use of the MSA Company Systems by the MSA Group Companies as currently conducted does not materially violate or breach, or commit any material default under, any MSA Material Contract applicable to such MSA Company Systems and to which any MSA Group Company is a party (including, but not limited to, any material royalty or payment terms of such MSA Material Contract).

4.27.3 Disaster Recovery. With respect to the MSA Company Systems MSA Holdings reasonably believes that the MSA Group Companies have an adequate disaster recovery plan in place.

4.27.4 Availability. With respect to the MSA Company Systems and except as set forth on Section 4.27.4 of the MSA Disclosure Schedule: (i) in the prior eighteen (18) months, there have been no material failures or breakdowns or continued substandard performance of the MSA Company Systems (as a whole) which have caused any substantial disruption or interruption in or use of the MSA Company Systems (as a whole); (ii) in the prior eighteen (18) months, there has not been any material malfunction that has not been remedied or replaced in all material respects, or any unplanned downtime or service interruption; and (iii) in the prior eighteen (18) months, no third party providing services to the MSA Group Companies with respect to the MSA Company Systems has failed to meet any material service obligations.

4.27.5 Security. The MSA Group Companies have used commercially reasonable methods to design, engineer, install, and within the past eighteen (18) months, to operate and maintain (including by installing generally available updates and security patches) the MSA Company Systems so as to help prevent unauthorized use or access in a manner that could compromise the use of the MSA Company Systems and help ensure that the MSA Company Systems do not contain any malicious or surreptitious code or device, such as a virus, worm, time or logic bomb, disabling device, Trojan horse or other malicious or surreptitious code. In the prior eighteen (18) months, there has been no material unauthorized access or use which has caused any substantial disruption or interruption in or use of the MSA Company Systems (as a whole).

4.28 Privacy; Privacy Policies.

4.28.1 The MSA Group Companies operate pursuant to written privacy policies (the "MSA Privacy Policies") regarding, among other things, the collection, use, storage, or

disclosure of information, including personally identifiable information, collected from their customers (“MSA Customer Information”) by any MSA Group Company or its agents. For the past seven (7) years, the MSA Group Companies have provided materially accurate notice of the MSA Privacy Policies to its policyholders. To the Knowledge of AFI MHC, it does not have any contractual obligations to disclose personally identifiable information to third parties in a way that violates the MSA Privacy Policies. The MSA Privacy Policies and the actions thereunder are in material compliance with all applicable Laws and industry standards and practice, including all applicable HIPAA and GLB requirements. MSA Holdings has delivered true, accurate, and complete copies of the MSA Privacy Policies to AFI MHC.

4.28.2 The MSA Privacy Policies apply to all customers of the MSA Group Companies as required by applicable Law, and no other privacy policies regarding the collection and use of MSA Customer Information have been adopted or used by the MSA Group Companies. The MSA Group Companies are in material compliance with the MSA Privacy Policies, and, to the Knowledge of MSA Holdings, do not use MSA Customer Information in an unlawful manner or in a manner that violates the privacy rights of their customers, including their customers’ rights under HIPAA and GLB, except as would not, individually or in the aggregate, reasonably be expected to have a MSA Material Adverse Effect. The MSA Group Companies have adequate security measures in place to protect MSA Customer Information from illegal access to and use by third parties or use by third parties in a manner that violates the privacy rights of their customers and other Persons.

4.28.3 Each MSA Group Company has complied in all material respects with its obligations to third persons under the MSA Privacy Policies and all applicable Law relating to: (i) the privacy of users of the MSA Products and all of the MSA Group Company’s websites; and (ii) the collection, use, storage and disclosure of any personally identifiable information collected by any MSA Group Company, and, to the Knowledge of MSA Holdings, by third parties acting on any MSA Group Company’s behalf or having authorized access to any MSA Group Company’s records. With respect to all personal or user information, including, without limitation, MSA Customer Information, collected by any MSA Group Company, the MSA Group Companies have each at all times taken commercially reasonable steps necessary (including, without limitation, implementing and monitoring compliance with reasonable measures with respect to technical, organizational, administrative, and physical security) to protect such information against loss and against unauthorized access, use, modification, disclosure or other misuse. To the Knowledge of MSA Holdings, there has been no unauthorized access to or other misuse of that information.

4.28.4 No claims for damages are pending or, to the Knowledge of MSA Holdings, threatened in writing against any MSA Group Company by any Person alleging a violation of any Person’s privacy, personal or confidentiality rights under MSA Privacy Policies.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF AFI MHC

AFI MHC represents and warrants to MSA Holdings as follows:

5.1 Organization. AFI MHC is a mutual insurance holding company duly organized, validly existing, and in good standing under the applicable Laws of the State of Wisconsin and has the corporate power and authority and all authorizations, licenses, and permits necessary to own and operate its properties and to carry on its businesses as now conducted, except where the failure to hold such authorizations, licenses, and permits would not have an AFI Material Adverse Effect. AFI MHC is qualified to do business in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified would not have an AFI Material Adverse Effect.

5.2 Subsidiaries. Section 5.2 of the AFI Disclosure Schedule sets forth a true and complete list of all of AFI MHC's direct or indirect Subsidiaries (hereinafter separately called an "AFI Subsidiary" and collectively called the "AFI Subsidiaries"), including its name, place of incorporation or formation and, if not wholly owned directly or indirectly by AFI MHC, the record ownership as of the date of this Agreement of all capital stock or other equity interests issued thereby. All of the outstanding shares of capital stock of each of the AFI Subsidiaries have been validly issued and are fully paid and nonassessable. Each of the AFI Subsidiaries is duly organized, validly existing and in good standing under the applicable Laws of the jurisdiction of its incorporation or organization, as applicable, and has all requisite corporate, or other legal entity, as the case may be, power and authority and all authorizations, licenses and permits necessary to own and operate its properties and to carry on its businesses as now conducted and is qualified to do business in every jurisdiction in which its ownership of property or the conduct of its businesses as now conducted requires it to qualify, except in each such case where the failure to hold such authorizations, licenses and permits or to be so qualified would not have an AFI Material Adverse Effect. Each of the AFI Subsidiaries is duly qualified or otherwise authorized to transact business as a foreign entity and is in good standing in every jurisdiction in which such qualification or authorization is required by applicable Law to carry on its business as now being conducted, except where the failure to be so qualified would not individually or in the aggregate have an AFI Material Adverse Effect.

5.3 Authorization; No Conflict.

5.3.1 The execution, delivery, and performance of this Agreement by AFI MHC and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board of Directors of AFI MHC, and subject to obtaining the AFI MHC Member Approval, no other corporate proceedings on its part are necessary to authorize the execution and performance of this Agreement. Assuming this Agreement is a valid and binding obligation of MSA Holdings, this Agreement has been duly executed and delivered by AFI MHC and constitutes the valid and legally binding obligation of AFI MHC, enforceable against it in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium or similar Laws affecting or relating to creditors' rights generally and general principles of equity.

5.3.2 Except for: (i) the filing of the Articles of Merger with the Wisconsin Commissioner; (ii) the AFI MHC Member Approval; (iii) compliance with and filings under the HSR Act; (iv) the AFI Governmental Approvals; and (v) the consents, waivers, authorizations or approvals set forth in Section 5.3.2 of the AFI Disclosure Schedule, the execution, delivery,

performance and compliance with the terms and conditions of this Agreement by AFI MHC and the consummation of the transactions contemplated hereby and thereby do not and shall not: (A) violate, conflict with, result in any breach of or constitute a violation or default, or give rise to a right of termination under any of the provisions of the articles of incorporation or bylaws (or equivalent organizational documents) of any AFI Group Company; (B) except as set forth in Section 5.3.2 of the AFI Disclosure Schedule, violate, result in a breach of, constitute a violation or default, or give rise to a right of termination under any AFI Material Contract; (C) violate any Law to which any of the AFI Group Companies is subject; (D) violate any judicial, administrative or arbitral Order, writ, award, judgment, injunction or decree involving any AFI Group Company; or (E) result in the creation of any Lien upon any of the assets of any AFI Group Company, except where the failure of any of the representations and warranties contained in clauses (B), (C), (D), or (E) above to be true would not have an AFI Material Adverse Effect.

5.4 Governmental Approvals. Except for the applicable requirements of the HSR Act and the consents, waivers, approvals, authorizations, permits, filings, or notifications listed in Section 5.4 of the AFI Disclosure Schedule (collectively, the “AFI Governmental Approvals”), no filing with or notice to, and no permit, authorization, consent or approval of any Governmental Entity is necessary for the consummation by AFI MHC of the transactions contemplated by this Agreement, except for such consents, approvals, filings, permits or authorizations the failure of which to obtain, make or give, as the case may be, would not, individually or in the aggregate, be reasonably likely to have an AFI Material Adverse Effect.

5.5 Financial Statements.

5.5.1 Statutory Financial Statements. AFI MHC has previously made available to MSA Holdings copies of the audited statutory annual statements for the fiscal years ended December 31, 2017, 2016, and 2015 and the unaudited statutory quarterly statements for the three (3) month period ended March 31, 2018 for each of the AFI Insurance Company Subsidiaries as filed with the insurance regulator in their respective states of domicile (collectively, the “AFI Statutory Financial Statements”). The AFI Statutory Financial Statements, including the provisions made therein for investments and the valuation thereof, reserves, policy and contract claims, together with the notes thereto, fairly present in all material respects (and, as to any AFI statutory financial statements not filed as of the date hereof, will fairly present in all material respects) the financial position, assets, liabilities, change in financial position, surplus and other funds, and results of operations of each such AFI Insurance Company Subsidiary as of the times and for the periods referred to therein in conformity with SAP, except as set forth therein. Each such AFI Statutory Financial Statement was (and, as to any AFI statutory financial statements not filed as of the date hereof, will be) in compliance with applicable Law and correct in every material respect when filed and there were no material omissions therefrom.

5.6 Absence of Certain Changes. Since January 1, 2018, there has been no event or condition that has had (or is reasonably likely to result in) an AFI Material Adverse Effect, and except as set forth in Section 5.6 of the AFI Disclosure Schedule, the AFI Group Companies have conducted their businesses in the Ordinary Course of Business.

5.7 No Undisclosed Liabilities. No AFI Group Company has any liabilities or obligations (whether absolute or contingent and whether due or to become due) of a nature that would be required to be disclosed on a balance sheet prepared in accordance with SAP, in each case except for: (i) liabilities and obligations reported, disclosed, accrued or specifically reserved against in the AFI Statutory Financial Statements; (ii) contractual liabilities arising in the Ordinary Course of Business; (iii) liabilities incurred after the date of this Agreement without violation of Section 6.1 hereof; or (iv) liabilities that, individually or in the aggregate, are not reasonably likely to result in an AFI Material Adverse Effect.

5.8 Internal Controls. The AFI Group Companies have devised and maintain a system of internal accounting controls with respect to the business of the AFI Group Companies sufficient to provide reasonable assurances that: (i) transactions are executed according to the management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements conforming with SAP, and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; and (iv) recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; in each case, except where any such failure to do so would not cause an AFI Material Adverse Effect.

5.9 Real Property; Title to Property.

5.9.1 Section 5.9.1 of the AFI Disclosure Schedule sets forth all of the real property owned by the AFI Group Companies, including the address of such real property, and the identification of any leases or subleases affecting such real property. Each AFI Group Company has good and marketable title to all real properties owned by it and good title to all other assets and properties shown as owned by it on the AFI Latest Balance Sheet or acquired since that date (except properties disposed of in the Ordinary Course of Business subsequent to that date), in each case free of all Liens of any nature whatsoever, other than: (i) Liens for Taxes not yet due and payable, (ii) such minor Liens as, in the aggregate, do not and would not if asserted be reasonably likely to have an AFI Material Adverse Effect, and (iii) the Liens listed in Section 5.9.1 or Section 5.9.2 of the AFI Disclosure Schedule ("Permitted AFI Liens").

5.9.2 Section 5.9.2 of the AFI Disclosure Schedule sets forth all of the real property leased, subleased, licensed, or otherwise occupied by any AFI Group Company, including the address of such real property, the identification of the lease, sublease, license, or occupancy agreement by which any AFI Group Company occupies such real property, and any subleases, sublicenses, or sub agreements affecting such real property (each an "AFI Real Property Lease," and collectively, the "AFI Real Property Leases"). To the Knowledge of AFI MHC, an AFI Group Company holds a valid and existing leasehold interest under each AFI Real Property Lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights Laws, and subject to Permitted AFI Liens. No AFI Group Company has entered into or exercised any option to purchase, lease, sublease, license, or occupancy agreement, or allowed any other party to lease, sublease, license, occupy or enter into an option to purchase or agreement for the purchase and sale of, any real property except as disclosed in Section 5.9.1 or Section 5.9.2 of the AFI Disclosure Schedule.

Each AFI Group Company has the right to use the real property owned or leased by it for all purposes for which they are currently used, and each AFI Group Company is using the real property owned or leased by it in compliance with all applicable Laws.

5.10 Investment Securities. All Investments owned by any AFI Group Company since December 31, 2015 have complied with the written investment policies of such AFI Group Company and applicable Law. Except as set forth in Section 5.10 of the AFI Disclosure Schedule, AFI MHC and each of the AFI Subsidiaries has good title to its Investments other than with respect to those Investments that have been disposed of in the Ordinary Course of Business or redeemed in accordance with their terms since such date and other than Permitted AFI Liens or with respect to statutory deposits that are subject to customary restrictions on transfer. None of the Investments owned by any AFI Group Company, to the Knowledge of AFI MHC, are as of the date of this Agreement in default in the payment of principal or interest, except for any such defaults that individually, or collectively, would not be reasonably likely to have an AFI Material Adverse Effect. Except as set forth in Section 5.10 of the AFI Disclosure Schedule, there are no Liens on any Investments owned by any AFI Group Company, other than Permitted AFI Liens, and none of the Investments owned by the AFI Group Companies consists of securities loaned to third parties.

5.11 Environmental. Except as set forth in Section 5.11 of the AFI Disclosure Schedule, each AFI Group Company has conducted and is conducting its business in compliance in all material respects with all Environmental Laws. Except as set forth in Section 5.11 of the AFI Disclosure Schedule, there is no pending, or to the Knowledge of AFI MHC, threatened, civil or criminal litigation, written notice of violation, or administrative proceeding relating to such Environmental Laws involving any AFI Group Company or any previously or presently owned property or asset of AFI Group Company. To the Knowledge of AFI MHC, there are no conditions existing with respect to the release, emission, discharge, or presence of hazardous substances in connection with the business of AFI Group Company, which conditions would, individually or in the aggregate, be reasonably likely to have an AFI Material Adverse Effect. Neither AFI MHC nor any of the AFI Subsidiaries require any approvals, consents, licenses, or permits with respect to environmental matters to carry on their business substantially as currently conducted.

5.12 Intellectual Property.

5.12.1 Title to Intellectual Property. The AFI Group Companies own or have a valid and effective right under license to use all Intellectual Property necessary for the conduct of the business of the AFI Group Companies as currently conducted free and clear of all title defects, claims or Liens, other than Permitted AFI Liens. To the Knowledge of AFI MHC, the rights of the AFI Group Companies in and to such Intellectual Property are sufficient for the conduct of the business of the AFI Group Companies as currently conducted.

5.12.2 Registrations. All trademark registrations and pending trademark applications, domain names, copyright registrations, patent and pending patent applications, and similar registrations in any jurisdiction included among the AFI Intellectual Property owned by the AFI Group Companies are valid, subsisting, and in full force and effect as of the date hereof

(provided, however, that any pending applications are subject to the uncertainty and risks ordinarily associated with prosecution, and may incur rejections or other office actions affecting their registration or issuance, or the scope of any registered or issued property that results therefrom) and all maintenance, renewal, registration or other fees that are required by any Governmental Entity in relation to the maintenance or renewal of any registrations or pending applications for AFI Intellectual Property owned by the AFI Group Companies and have a non-extendable due date falling prior to the Closing Date have been paid in full, and such fees have been paid or extensions have been requested for any such pending applications or registrations that have extendable due dates falling prior to the Closing Date. All rights in any AFI Intellectual Property owned by the AFI Group Companies has been assigned by express agreement to an AFI Group Company, or such AFI Intellectual Property has been prepared by AFI Group Company employees in the ordinary course of their employment and as such constitutes a work made for hire.

5.12.3 Absence of Claims. The use by the AFI Group Companies of AFI Intellectual Property does not materially infringe, misappropriate, or violate any Third-Party Intellectual Property. No AFI Group Company is engaged in, a party to, or, to the Knowledge of AFI MHC, threatened with, any claim, controversy, legal or equitable action, or other proceeding (whether as plaintiff, defendant, or otherwise, and regardless of the forum or the nature of the opposing party) asserting material infringement, misappropriation or any other violation of any Third-Party Intellectual Property. No AFI Group Company has received any written legal or expert opinion that any of its products and services, the AFI Intellectual Property, or the operation of its business, as previously or currently conducted, materially infringes, misappropriates, or otherwise violates any Third Party Intellectual Property rights.

5.12.4 Absence of Infringement; Unauthorized Use. To the Knowledge of AFI MHC, there has been no material unauthorized use, unauthorized disclosure, infringement, or misappropriation of any AFI Intellectual Property owned by the AFI Group Companies by any third party, including any employee or former employee of the AFI Group Companies. No AFI Group Company has brought in the past five (5) years, and there are no pending, actions, suits, or proceedings by the AFI Group Companies for infringement or misappropriation of, or for breach of any contractual obligation concerning, any AFI Intellectual Property owned by the AFI Group Companies.

5.13 Agreements.

5.13.1 Subject to Section 5.13.2, except as set forth in Section 5.13.1 of the AFI Disclosure Schedule and, no AFI Group Company is a party to, or bound by, any oral or written (each, an “AFI Material Contract” and collectively, the “AFI Material Contracts”):

- (i) employment agreement or agreement to make payments to any employee;
- (ii) stock ownership, profit-sharing, bonus, deferred compensation, stock option, severance pay, pension, retirement or similar plan or agreement;

(iii) mortgage, indenture, note or installment obligation the unpaid balance of which exceeds \$100,000,000, or other instrument for or relating to any borrowing of money by AFI MHC or any of the AFI Subsidiaries, the unpaid balance of which exceeds \$100,000,000;

(iv) guaranty of any obligation for borrowings or otherwise, which individually or in the aggregate exceeds \$100,000,000;

(v) agreement or arrangement for the sale or lease of any material amount of its assets or part of its business other than in the Ordinary Course of Business or for the preferential rights to purchase or lease any material amount of its assets or part of its business;

(vi) reinsurance, pooling, or retrocession treaty or agreement, which exceeds \$10,000,000 (including terminated treaties or agreements containing residual or unexpired liabilities for which any of the AFI Insurance Company Subsidiaries have either provided or received notice of a loss or claim and/or booked a corresponding reserve);

(vii) agreement or contract with any managing general agent, managing general underwriter, or wholesale insurance agency.

(viii) agreement for the outsourcing of any material portion of the insurance operations of any of the AFI Insurance Company Subsidiaries, including, without limitation, any management or advisory agreement with respect to investment assets, administrative services agreement, agreement for the provision of claims or underwriting services, or agreement for data processing or analysis;

(ix) agreement or arrangement containing any provision or covenant limiting the ability of AFI MHC or any of the AFI Subsidiaries to engage in any line of business, compete with any Person, to do business with any Person or in any location or to employ any Person that individually or in the aggregate would be reasonably likely to have an AFI Material Adverse Effect;

(x) agreement or arrangement with any Person containing any provision or covenant relating to the indemnifying or holding harmless by any AFI Group Company of any Person which might reasonably be expected to result in a liability to any AFI Group Company of \$100,000,000 or more, except where such agreement or arrangement is contained within the articles of incorporation or bylaws of AFI MHC or any of AFI Subsidiary Organizational Documents;

(xi) AFI Real Property Lease;

(xii) agreement for the administration of a material portion of claims for any AFI Insurance Company Subsidiary;

(xiii) material disaster recovery agreement;

(xiv) agreements relating to Intellectual Property that is material to the business of the AFI Group Companies taken as a whole, but excluding licenses for generally available, off-the-shelf Software that is licensed pursuant to commercial terms and conditions;

(xv) agreement or arrangement that involves or is reasonably likely to involve the payment by or to any AFI Group Company of \$100,000,000 or more (not taking into account potential future automatic renewals or extensions of such agreements or arrangements); or

(xvi) any other contract, agreement or other instrument not otherwise listed in this Section 5.13.1 that is otherwise material to the business, assets, liabilities, results of operations or financial condition of the AFI Group Companies taken as a whole.

5.13.2 The AFI Material Contracts are in full force and effect as of the date hereof. No AFI Group Company, or to the Knowledge of AFI MHC, any other party thereto, is in default as to any provision thereof, except for defaults that individually or in the aggregate would not be reasonably likely to have an AFI Material Adverse Effect. True and complete copies of all AFI Material Contracts have been delivered or made available to MSA Holdings for review, except for agreements responsive to subsection (vi) above, for which only copies of those agreements for which there are balances shown as payable or recoverable on Schedule F within the most recent AFI Statutory Financial Statement have been provided or made available.

5.14 Litigation. Except as set forth in Section 5.14 of the AFI Disclosure Schedule, and except for insurance claims litigation arising in the Ordinary Course of Business for which reserves have been established in accordance with Section 5.20 hereof, there are no actions, suits or proceedings pending, or, to the Knowledge of AFI MHC, threatened, against or affecting any of the AFI Group Companies or their properties or businesses, at law or in equity, or before any Governmental Entity or before any arbitrator, that has had, or is reasonably likely to result in, an AFI Material Adverse Effect. Except as set forth in Section 5.14 of the AFI Disclosure Schedule, there are no unresolved disputes under any contract to which any AFI Group Company is a party or by which any AFI Group Company is bound except for insurance-claims litigation arising in the Ordinary Course of Business for which reserves have been established in accordance with Section 5.20 hereof or disputes that have not had (or are not reasonably likely to result in) an AFI Material Adverse Effect.

5.15 Compliance with Laws. Except as would not, or would not be reasonably likely to, result in an AFI Material Adverse Effect, since January 1, 2015: (i) each AFI Group Companies has been in compliance in all material respects with all applicable Laws; and (ii) none of the AFI Group Companies has received any written notice alleging any material violations of applicable Laws or material liability or potential liability under any such Law. As of the date hereof, all material approvals, filings, permits, and licenses of Governmental Entities required to conduct the business of the AFI Group Companies are in the possession of the AFI Group Companies, are in full force and effect and are being complied with. Since January 1, 2015, no AFI Group Company has received any written communication from any Governmental

Entity or any other Person regarding any actual or alleged violation of, or failure on the part of any AFI Group Company to comply with, any applicable Laws. There are no unpaid claims and assessments against any AFI Insurance Company Subsidiary whether or not due, by any state insurance guaranty association (in connection with that association's fund relating to insolvent insurers), joint underwriting association, residual market facility or assigned risk pool.

5.16 Taxes.

5.16.1 Except as set forth in Section 5.16.1 of the AFI Disclosure Schedule: (i) all Tax Returns required to be filed with the appropriate taxing authorities have been filed by or on behalf of the AFI Group Companies and all Taxes due have been paid or provided for in full; (ii) there are no Liens for Taxes upon the assets of AFI Group Companies except statutory Liens for Taxes not yet due; (iii) there are no outstanding deficiencies in respect of Taxes asserted or threatened or assessments of Taxes made or threatened, nor any administrative or judicial proceedings pending or threatened concerning Taxes, with respect to the AFI Group Companies and any deficiencies, assessments or proceedings shown in the AFI Disclosure Schedule are being contested in good faith through appropriate proceedings; (iv) the AFI Group Companies have established on the financial statements described in Section 5.5 of this Agreement reserves and accruals adequate for the payment of all Taxes accrued for all periods reflected therein; (v) there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Returns required to be filed with respect to the AFI Group Companies; and (vi) no AFI Group Company requested any extension of time within which to file any Tax Return, which Tax Return has not been filed.

5.16.2 The income Tax Returns of the AFI Group Companies have been examined by the Internal Revenue Service and the applicable State taxing authorities or the statute of limitations has expired for all periods up to and including December 31, 2011, and there are no outstanding or unresolved proposed adjustments.

5.16.3 Except as set forth in Section 5.16.3 of the AFI Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not give rise to any payment by any AFI Group Company that will not be deductible (in whole or in part) by reason of Section 280G of the Code and the regulations promulgated thereunder.

5.16.4 Except as set forth in Section 5.16.4 of the AFI Disclosure Schedule, no currently effective power of attorney has been granted by AFI MHC or any of the AFI Subsidiaries with respect to any matter relating to Taxes.

5.16.5 Each AFI Group Company has complied with all applicable Laws relating to the payment and withholding of Taxes and has, within the time and in the manner prescribed by applicable Law, withheld and paid over to the proper Governmental Entities all amounts required to be so withheld and paid over under applicable Law.

5.16.6 Except as set forth in Section 5.16.6 of the AFI Disclosure Schedule, no AFI Group Company is a party to any material Tax allocation, sharing, indemnification, or similar agreement or arrangement under which they or any one of them could be liable for any Taxes of any other party to such agreement or arrangement.

5.16.7 Since January 1, 2015, no written claim has been made by a Governmental Entity that any AFI Group Company is or may be subject to taxation by a jurisdiction where such AFI Group Company does not file Tax Returns.

5.16.8 Since January 1, 2015, no AFI Group Company has: (i) applied for any consent for any change in method of accounting or for any other Tax ruling; (ii) entered into a closing agreement or advance pricing agreement with any Tax authority; (iii) filed an election under Section 338(g) or Section 338(h)(10) of the Code (or taken any action that would result in any Tax liability as a result of a deemed election within the meaning of Section 338(e) of the Code); or (iv) been the “distributing corporation” (within the meaning of Section 355(c)(2) of the Code) with respect to a transaction described in Section 355 of the Code.

5.16.9 Each of the AFI Insurance Company Subsidiaries qualifies as an insurance company taxable under Section 831 of the Code and all Tax Returns have been filed in a manner consistent with such status.

5.17 Related Party Transactions. Except as set forth in Section 5.17 of the AFI Disclosure Schedule, no officer, director, or Affiliate of any AFI Group Company, or any individual in such officer’s or director’s immediate family, or any entity for which any such officer or director owns equity securities or serves as a director or officer, is a party to any agreement or transaction with any AFI Group Company.

5.18 Employees. With respect to employees or former employees of any AFI Group Company, there is no labor strike, dispute, slowdown, or stoppage actually pending or threatened against or directly affecting the AFI Group Companies. There are no charges or complaints involving any federal, state, or local civil rights enforcement agency or court; complaints or citations under the Occupational Safety and Health Act or any state or local occupational safety act or regulation; employee grievances, unfair labor practice charges, complaints with the National Labor Relations Board; or other claims, charges, actions or controversies pending, or threatened or proposed, involving any AFI Group Company and any employee, former employee or any labor union or other organization representing or claiming to represent such employees’ interests. Except as set forth in Section 5.18 of the AFI Disclosure Schedule, with respect to employees of any AFI Group Company: (i) no AFI Group Company is a party to a collective bargaining agreement covering any such employees; (ii) the employment of the AFI Group Companies’ employees is terminable at will without cost to the AFI Group Companies, except for payment of accrued salaries or wages and vacation pay; and (iii) the AFI Group Companies have made no other additional commitments respecting employment or compensation of any of their employees. The AFI Group Companies are and have heretofore been in compliance in all material respects with all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, the sponsorship, maintenance, administration and operation of (or the participation of its employees in) employee benefit plans and arrangements and occupational safety and health programs, and the AFI Group Companies are not engaged in any violation of any applicable Law related to employment, including unfair labor practices or acts of employment discrimination.

5.19 Employee Benefit Plans.

5.19.1 Section 5.19.1 of the AFI Disclosure Schedule sets forth a true and complete list of each ERISA Plan, as defined in Section 3(3) of ERISA and each other plan, arrangement and agreement providing employee benefits (collectively the “AFI Plans”), that covers current or former employees of the AFI Group Companies or any ERISA Affiliate thereof and is presently maintained by the AFI Group Companies or any ERISA Affiliate thereof, which together with AFI MHC would be deemed a “single employer” within the meaning of Section 4001 of ERISA. None of the AFI Plans is a “multiemployer plan,” as defined in Section 3(37) of ERISA. AFI MHC has delivered or made available to MSA Holdings copies of all AFI Plans; any related trust agreements, group annuity contracts, insurance policies or other funding agreements or arrangements relating thereto; the most recent determination letter, if any, from the Internal Revenue Service with respect to each of the AFI Plans that is intended to be a tax-qualified plan under Section 401(a) of the Code; actuarial valuations, if applicable, for the most recent plan year for which such valuations are available; the current summary plan descriptions; and the annual return/report on Form 5500 and summary annual reports for each of the AFI Plans for each of the last three (3) years.

5.19.2 Each of the ERISA Plans is in substantial compliance with all applicable Laws, including the Code and ERISA. Except as set forth in Section 5.19.2 of the AFI Disclosure Schedule, neither AFI MHC nor any ERISA Affiliate currently maintains or sponsors a defined benefit pension plan, as defined in Section 414(j) of the Code, and neither AFI MHC nor any ERISA Affiliate has ever maintained or sponsored any such plan that could give rise to a liability against any AFI Group Company.

5.19.3 The written terms of each of the AFI Plans, and any related trust agreement, group annuity contract, insurance policy or other funding arrangement are in compliance in all material respects with all applicable Laws including ERISA, the Code, and the Age Discrimination in Employment Act, as applicable, and each of such AFI Plans has been administered in compliance in all material respects with such requirements.

5.19.4 Except with respect to income Taxes on benefits paid or provided: (i) no income, excise or other Tax or penalty (federal or state) has been waived or excused, has been paid or is owed by any Person (including any AFI Plan, any AFI Plan fiduciary, AFI MHC or ERISA Affiliate) with respect to the operations of or any transactions with respect to any AFI Plan; and (ii) no action has been taken, nor has there been any failure to take any action, nor is any action or failure to take action contemplated, that would subject any Person or entity to any liability for any Tax or penalty in connection with any AFI Plan. No reserve for any Taxes or penalties has been established with respect to any AFI Plan, nor has any advice been given to any Person with respect to the need to establish such a reserve.

5.19.5 There are no: (i) actions, suits, arbitrations or claims (other than routine claims for benefits); (ii) legal, administrative or other proceedings or Governmental Entity investigations or audits; or (iii) complaints to or by any Governmental Entity, which are pending, anticipated or threatened, against the AFI Plans or their assets.

5.19.6 The present value of the future cost to AFI MHC and ERISA Affiliates of post-retirement medical benefits that AFI MHC or any ERISA Affiliate is obligated to provide, calculated on the basis of actuarial assumptions AFI MHC considers reasonable estimates of future experience and which have been provided to MSA Holdings, does not exceed the amount specified in Section 5.19.6 of the AFI Disclosure Schedule.

5.19.7 Neither AFI MHC nor any ERISA Affiliate, nor any of the ERISA Plans, nor any trust created thereunder, nor any trustee or administrator thereof has engaged in a transaction in connection with which AFI MHC or any ERISA Affiliate, any of the ERISA Plans, any such trust, or any trustee or administrator thereof, or any party dealing with the ERISA Plans or any such trust could be subject to either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a Tax imposed pursuant to Section 4975 or 4976 of the Code.

5.20 Reserves and Reinsurance. Except as set forth in Section 5.20 of the AFI Disclosure Schedule, the insurance reserves and liabilities reflected in the AFI Latest Balance Sheet and in the AFI Statutory Financial Statements for the AFI Insurance Company Subsidiaries in respect of all future insurance policy benefits, dividends, losses, unearned premiums, claims, and expenses make sufficient provision for all reasonably anticipated matured and unmatured liabilities and obligations of the AFI Insurance Company Subsidiaries under all insurance policies and reinsurance and coinsurance agreements or other similar contracts outstanding at the foregoing dates pursuant to which the AFI Insurance Company Subsidiaries had or has any liability or obligation. All such insurance reserves and liabilities are computed in all material respects in accordance with SAP and generally accepted actuarial loss reserving practices and assumptions, consistently applied, are fairly stated in accordance with sound loss reserving and actuarial principles, are based on factors and assumptions relevant to the provisions in the related insurance policies and reinsurance and coinsurance agreements, and are in material compliance with the applicable requirements of applicable Law. Except as set forth in Section 5.20 of the AFI Disclosure Schedule, no AFI Group Company is involved in any dispute with or inquiry initiated by its outside accountants or actuaries, or the OCI or any other Governmental Entity, with respect to the AFI Insurance Company Subsidiaries' actuarial or reserving practices. The AFI Insurance Company Subsidiaries own assets that qualify as admitted assets under applicable state insurance laws in an amount at least equal to all of its required insurance reserves. All reinsurance recoverables reflected or otherwise included, either as assets or contra-liabilities, in the AFI Statutory Financial Statements are fairly stated in accordance with SAP, except as set forth therein, and to the Knowledge of AFI MHC, none are more than sixty (60) days past due or not fully collectible in due course.

5.21 Insurance Business.

5.21.1 Business. AFI MHC conducts its insurance operations through the AFI Insurance Company Subsidiaries. Section 5.21.1 of the AFI Disclosure Schedule sets forth, as of the date hereof, a true and correct list of each jurisdiction in which each AFI Insurance Company Subsidiary is licensed or authorized to do business as an insurance company. Except as set forth in Section 5.21.1 of the AFI Disclosure Schedule, none of the AFI Insurance Company Subsidiaries is "commercially domiciled" under the Laws of any jurisdiction or is otherwise treated as domiciled in a jurisdiction other than its respective jurisdiction of organization. Each

AFI Insurance Company Subsidiary that has redomesticated since January 1, 2015 and prior to the Closing has done so in accordance with all applicable Law and such redomestication is effective and valid.

5.21.2 Insurance Benefit Contracts and Rates. Except as set forth in Section 5.21.2 of the AFI Disclosure Schedule, all insurance policies issued by the AFI Insurance Company Subsidiaries as now in force are, to the extent required under applicable Law, on forms approved by applicable insurance Governmental Entities or that have been filed and not objected to by such Governmental Entities within the period provided for objection. Any premium rates charged by the AFI Insurance Company Subsidiaries and required to be filed with or approved by insurance Governmental Entities have been so filed or approved and all premiums charged conform thereto.

5.21.3 Assessments. Each AFI Insurance Company Subsidiary has paid in full or properly reserved for all guaranty fund and residual market assessments required by any Governmental Entity to be paid by such AFI Insurance Company Subsidiary.

5.22 Regulatory Filings. Since January 1, 2015, each AFI Insurance Company Subsidiary has filed all agreements, reports, statements, documents, registrations, filings and submissions required to be filed by such AFI Insurance Company Subsidiary with any state insurance regulatory authority except to the extent that the failure to file would not, individually or in the aggregate, have or be reasonably expected to have, individually or in the aggregate, an AFI Material Adverse Effect, and no material deficiencies have been asserted by any such regulatory authority with respect to same. AFI MHC has made available for inspection by MSA Holdings: (i) any reports of examination (including financial, market conduct and similar examinations) of the AFI Insurance Company Subsidiaries issued by any insurance regulatory authority, in any case, since January 1, 2015; and (ii) all filings or submissions made since January 1, 2015 to the date hereof by any AFI Insurance Company Subsidiary with any insurance regulatory authority pursuant to the insurance holding company Laws of applicable states. Except as set forth in Section 5.22 of the AFI Disclosure Schedule, all material deficiencies or violations noted in the examination reports described in clause (i) above have been resolved to the reasonable satisfaction of the insurance regulatory authority that noted such deficiencies or violations.

5.23 Finders and Investment Bankers. No AFI Group Company has retained any broker, finder or other agent or incurred any liability for any brokerage fees, commissions or finders' fees with respect to the Merger, except that AFI MHC has retained the services of KPMG Corporate Finance LLC for issuance of a fairness opinion.

5.24 Capital or Surplus Maintenance. Except as set forth in Section 5.24 of the AFI Disclosure Schedule, no AFI Group Company is subject to any requirement to maintain capital or surplus amounts or levels, or subject to any restriction on the payment of dividends or other distributions, except for requirements or restrictions under applicable Laws of general application or rating requirements of A.M. Best or other insurance company rating agency.

5.25 Operations Insurance. AFI MHC has made available to MSA Holdings copies of all liability, property, workers' compensation, directors and officers liability, and other similar insurance contracts that insure the business or properties of the AFI Group Companies or affect or relate to the ownership, use, or operations of any assets of the AFI Group Companies and that have been issued to an AFI Group Company. All such insurance contracts are in full force and effect and are with financially sound and reputable insurers, and all premiums due and payable thereon have in all material respects been paid in full on a timely basis. All notices of material reportable incidents with respect to such insurance occurring during the last five (5) years have been given in writing to appropriate carriers on a basis sufficiently timely to preserve the right of recovery of such insurance, and a copy of all such notices has been made available to AFI MHC. No party to any such insurance contract has, to the Knowledge of MSA Holdings, stated an intent or threatened to terminate or materially increase the premium in respect of any such insurance contract.

5.26 Fees and Commissions. No director or officer of any AFI Group Company has received, or shall receive, any fees, commission or other compensation, directly or indirectly, for in any manner aiding, promoting or assisting in the Merger except for normal and routine compensation and employee benefits regularly paid to any director or officer for their services in attending to the conduct of the business of their employer.

5.27 Company Systems.

5.27.1 Adequacy. The AFI Company Systems have processing and storage capacity that is sufficient in all material respects for the operation of the AFI Group Companies' business, in each case as such AFI Company Systems are currently used and as such business is currently conducted. To the Knowledge of AFI MHC, none of the AFI Company Systems fails to receive input of, recognize, store, retrieve, process, or generate output of, dates and date-related data in a manner that would result in an error, ambiguity, interruption, or malfunction, except to the extent such error, ambiguity, interruption, or malfunction would not have an AFI Material Adverse Effect.

5.27.2 Rights to Use. The use of the AFI Company Systems by the AFI Group Companies as currently conducted does not materially violate or breach, or commit any material default under, any AFI Material Contract applicable to such AFI Company Systems and to which any AFI Group Company is a party (including, but not limited to, any material royalty or payment terms of such AFI Material Contract).

5.27.3 Disaster Recovery. With respect to the AFI Company Systems AFI MHC reasonably believes that the AFI Group Companies have an adequate disaster recovery plan in place.

5.27.4 Availability. With respect to the AFI Company Systems and except as set forth on Section 5.27.4 of the AFI Disclosure Schedule: (i) in the prior eighteen (18) months, there have been no material failures or breakdowns or continued substandard performance of the AFI Company Systems (as a whole) which have caused any substantial disruption or interruption in or use of the AFI Company Systems (as a whole); (ii) in the prior eighteen (18) months, there

has not been any material malfunction that has not been remedied or replaced in all material respects, or any unplanned downtime or service interruption; and (iii) in the prior eighteen (18) months, no third party providing services to the AFI Group Companies with respect to the AFI Company Systems has failed to meet any material service obligations.

5.27.5 Security. The AFI Group Companies have used commercially reasonable methods to design, engineer, install, and within the past eighteen (18) months, to operate and maintain (including by installing generally available updates and security patches) the AFI Company Systems so as to help prevent unauthorized use or access in a manner that could compromise the use of the AFI Company Systems and help ensure that the AFI Company Systems do not contain any malicious or surreptitious code or device, such as a virus, worm, time or logic bomb, disabling device, Trojan horse or other malicious or surreptitious code. In the prior eighteen (18) months, there has been no material unauthorized access or use which has caused any substantial disruption or interruption in or use of the AFI Company Systems (as a whole).

5.28 Privacy; Privacy Policies.

5.28.1 The AFI Group Companies operate pursuant to written privacy policies (the “AFI Privacy Policies”) regarding, among other things, the collection, use, storage, or disclosure of information, including personally identifiable information, collected from their customers (“AFI Customer Information”) by any AFI Group Company or its agents. For the past seven (7) years, the MSA Group Companies have provided materially accurate notice of the MSA Privacy Policies to its policyholders. To the Knowledge of AFI MHC, it does not have any contractual obligations to disclose personally identifiable information to third parties in a way that violates the AFI Privacy Policies. The AFI Privacy Policies and the actions thereunder are in material compliance with all applicable Laws and industry standards and practice, including all applicable HIPAA and GLB requirements. AFI MHC has delivered a true, accurate, and complete copy of the AFI Privacy Policies to MSA Holdings.

5.28.2 The AFI Privacy Policies apply to all customers of the AFI Insurance Company Subsidiaries as required by applicable Law, and no other privacy policies regarding the collection and use of AFI Customer Information have been adopted or used by AFI MHC or any of the AFI Subsidiaries. AFI MHC and the AFI Subsidiaries are in material compliance with the AFI Privacy Policies, and, to the Knowledge of AFI MHC, do not use AFI Customer Information in an unlawful manner or in a manner that violates the privacy rights of their customers, including their customers’ rights under HIPAA and GLB, except as would not, individually or in the aggregate, reasonably be expected to have an AFI Material Adverse Effect. AFI MHC and the AFI Subsidiaries have adequate security measures in place to protect AFI Customer Information from illegal access to and use by third parties or use by third parties in a manner that violates the privacy rights of their customers and other Persons.

5.28.3 Each AFI Group Company has complied in all material respects with its obligations to third persons under the AFI Privacy Policies and all applicable Law relating to: (i) the privacy of users of the AFI Products and all of the AFI Group Company’s websites; and (ii) the collection, use, storage and disclosure of any personally identifiable information collected

by any AFI Group Company, and, to the Knowledge of AFI MHC, by third parties acting on any AFI Group Company's behalf or having authorized access to any AFI Group Company's records. With respect to all personal or user information, including, without limitation, AFI Customer Information, collected by any AFI Group Company, the AFI Group Companies have at all times taken commercially reasonable steps necessary (including, without limitation, implementing and monitoring compliance with reasonable measures with respect to technical, organizational, administrative, and physical security) to protect such information against loss and against unauthorized access, use, modification, disclosure or other misuse. To the Knowledge of AFI MHC, there has been no unauthorized access to or other misuse of that information.

5.28.4 No claims for damages are pending or, to the Knowledge of AFI MHC, threatened in writing against any AFI Group Company by any Person alleging a violation of any Person's privacy, personal or confidentiality rights under AFI Privacy Policies.

ARTICLE VI

COVENANTS OF AFI MHC AND THE SURVIVING CORPORATION

6.1 Conduct of Business Pending the Merger. From the date hereof until the Effective Time, unless MSA Holdings shall otherwise agree in writing (which agreement shall not be unreasonably withheld or delayed) or except as otherwise contemplated by this Agreement or required by applicable Law, AFI MHC shall not:

6.1.1 Adopt a plan of complete or partial liquidation or dissolution;

6.1.2 (i) Amend its articles, bylaws, code of regulations or other organizational or constituent documents; (ii) issue or sell any shares of, or rights of any kind to acquire any shares of or to receive any payment based on the value of, the capital stock of AmFam Holdings, Inc. or any securities convertible into shares of any such capital stock; (iii) take any action that could materially and adversely affect such its ability to perform its obligations under this Agreement; (iv) take any action that would be reasonably likely to adversely affect the status of either the Merger as a reorganization under Section 368(a) of the Code; or (v) modify any agreement in existence as of the date hereof in such a way as would violate clauses (i) - (iv) above;

6.1.3 Take or omit to take any action that would be reasonably likely to cause any of the representations and warranties made by AFI MHC in this Agreement to become untrue, subject to the qualifying language relating to the truth and correctness of representations and warranties made as of a specified date set forth in Section 8.1; and

6.1.4 Declare, set aside, or pay any dividend, distribution, or any other payment of any kind to any of AFI MHC's Members in their capacity as Members, or take any other action giving rise to (i) any obligation of AFI MHC to make any such payment or (ii) any claim by any AFI MHC's Member to any such payment.

6.2 Notice of Certain Other Matters. AFI MHC shall give prompt notice to MSA Holdings of:

6.2.1 Any action, suit, proceeding, or, to the Knowledge of AFI MHC, investigation commenced, or threatened against, relating to, or involving or otherwise affecting the AFI Group Companies, which, if pending on the date hereof, would have been required to have been disclosed pursuant to Section 5.14 hereof or which relate to the execution of this Agreement or the consummation of the transactions contemplated hereby;

6.2.2 Any change or other event which would reasonably be expected to have an AFI Material Adverse Effect.

6.3 Access and Information; Confidentiality. AFI MHC shall afford to MSA Holdings and its representatives reasonable access during normal business hours and upon reasonable notice through the period immediately prior to the Effective Time to the AFI Group Companies' respective assets, books, records, contracts, and commitments (including Tax returns and accountants' work papers) and, during such period, AFI MHC shall furnish promptly to MSA Holdings: (i) a copy of each material report, schedule and other document filed or received by it pursuant to the requirements of applicable Law or any Governmental Entity, including all statutory financial statements; and (ii) all such other information concerning the AFI Group Companies' respective business, assets, and personnel as the other may reasonably request from time to time. Without limiting the terms thereof, the Confidentiality Agreement shall govern all information provided hereunder.

6.4 Tax Treatment. The Parties intend for the Merger to qualify as a reorganization under Section 368(a) of the Code. AFI MHC shall, and shall cause its Affiliates to, use commercially reasonable efforts to cause the Merger to so qualify. AFI MHC agrees that neither it nor any of its Affiliates shall take any action that would reasonably be expected to cause the Merger not to qualify as a reorganization under Section 368(a) of the Code.

6.5 D&O Tail Coverage. For not less than six (6) years after the Effective Time, the Surviving Corporation shall maintain in effect, or purchase an extended reporting period under, the current policies of directors' and officers' liability insurance maintained by MSA Holdings, or policies (which may be commercial policies or may be provided in whole or in part as self-insurance) providing coverage for the directors and officers of MSA Holdings immediately prior to the Effective Time, with at least the same coverage amounts and containing terms and conditions which are no less advantageous with respect to claims arising out of or relating to events which occurred before or on the Closing Date.

6.6 Conditions Precedent. AFI MHC shall, and shall cause the AFI Subsidiaries to, use commercially reasonable efforts to cause all of the conditions precedent to the consummation of the transactions contemplated herein applicable to it and them to be met.

6.7 Post Closing Covenants.

6.7.1 Advisory Board.

(i) For a period commencing at the Effective Time and ending on the third anniversary of the Effective Time (the "Advisory Board Term"), there shall be established an advisory board (jointly and not severally; and acting collectively, not

individually; the “Advisory Board”) initially comprised of the persons listed on Schedule 6.7.1 hereof. The Advisory Board shall be governed by and act in accordance with the Advisory Board Charter attached as Exhibit C hereto (the “Advisory Board Charter”). The Advisory Board shall consult with and provide advice to the Board of Directors of the Surviving Corporation, AFI Management, and MSA Group Management with respect to the business and operations of the MSA Subsidiaries and their integration with the business and operations of the other Subsidiaries of the Surviving Corporation. The Advisory Board shall not have the authority to approve, initiate, or disapprove any actions on behalf of any entity, and neither the Board of Directors of the Surviving Corporation, AFI Management, nor MSA Group Management shall be under any obligation to accept any recommendations of the Advisory Board.

(ii) The members of the Advisory Board shall receive annual remuneration for their services during the Advisory Board Term in an amount equal to the base annual retainer they were paid as members of the MSA Holdings board of directors during the twelve (12) months prior to the Effective Time (excluding any amounts or supplemental fees paid for participation on committees, leadership roles, or in connection with any incentive-based compensation, phantom equity, or similar compensation plans or arrangements), and shall be reimbursed for their reasonable and actual costs of meals, transportation, and lodging for up to four (4) meetings per year, in accordance with the expense reimbursement policies of the Surviving Corporation. In the event the Surviving Corporation requests one or more members of the Advisory Board to perform services outside the scope of the basic duties of the Advisory Board, such request will include an offer of additional compensation as the Surviving Corporation deems appropriate.

(iii) In the event of a vacancy on the Advisory Board, the remaining members of the Advisory Board shall determine whether to fill such vacancy and, subject to the approval of the Surviving Corporation, the identity of the successor member.

(iv) During the Advisory Board Term, the Advisory Board shall have the authority to enforce, waive, or modify the provisions of this Agreement that survive the Effective Time pursuant to Section 6.7. The authority granted hereunder may only be exercised by the collective action of the Advisory Board, acting in accordance with the Advisory Board Charter. No member of the Advisory Board, acting in his or her individual capacity, is granted any authority hereunder.

(v) The Parties agree that, in furtherance of its rights under this Section 6.7.1, the Advisory Board shall have the power to retain and appoint a reasonable number of legal and other advisors at a reasonable cost to advise it and to transact matters of litigation or arbitration in connection with and arising out of this Agreement, including agreeing to, negotiating, entering into settlements and compromises of, complying with Orders of courts with respect to, and otherwise administering and handling any claims under this Agreement in connection with its enforcement rights. NGM shall be responsible for all reasonable and documented out-of-pocket expenses incurred by the

Advisory Board in connection with litigation or arbitration arising out of this Agreement pursuant to the rights contemplated by this Section 6.7.1.

(vi) A member of the Advisory Board shall incur no liability with respect to any action taken or allowed by the Advisory Board or by any such member in his or her performance as a member of the Advisory Board or for any other action or inaction taken or omitted to be taken by the Advisory Board or any such member in his or her performance as a member of the Advisory Board, provided that such member was free of any conflict of interest, acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the MSA Subsidiaries and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(vii) NGM shall indemnify each member of the Advisory Board (in his or her capacity as such) against, and shall hold each member of the Advisory Board (in his or her capacity as such) harmless from, any and all losses of whatever kind which may at any time be imposed upon, incurred by or asserted against any member of the Advisory Board in such capacity in any way relating to or arising out of or in connection with the acceptance or administration of the rights of the Advisory Board hereunder, including the reasonable and documented fees and out-of-pocket expenses of any legal counsel retained by the Advisory Board or any member thereof if such member was free of any conflict of interest, acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the MSA Subsidiaries and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, NGM shall not pay or reimburse the Advisory Board and its members, collectively, for the fees and expenses of more than one law firm in connection with any claim or group of related claims.

6.7.2 Trademarks and Brands. For a period of not less than five (5) years after the Effective Time, the Surviving Corporation will not take any action to prevent MSA Group Management from maintaining and continuing to use the trademarks and brands associated with the products and services of the MSA Subsidiaries immediately prior to the Effective Time.

6.7.3 MSA Headquarters and Offices.

(i) For a period of not less than five (5) years after the Effective Time, NGM will continue to operate out of its Jacksonville, Florida and Keene, New Hampshire offices provided, however, that, within such five (5)-year period, MSA Group Management will be entitled to exercise its business judgment to make such changes to the size or location of such offices as it deems necessary and appropriate, based upon business needs.

(ii) For a period of three (3) years after the Effective Time, the Surviving Corporation will not cause any of the MSA Subsidiaries to cease operations in any of their office locations in existence at the Effective Time, unless, prior to such cessation of operations, AFI Management has provided MSA Group Management with

the business justification for such change, and given MSA Group Management the opportunity to discuss with AFI Management any concerns or objections to such change.

6.7.4 Employees.

(i) Except as set forth in Section 6.7.4(ii), for a period of three (3) years after the Effective Time, the Surviving Corporation will not take any unilateral action which prohibits the MSA Subsidiaries from continuing to generally offer employment on substantially similar terms to the full-time, permanent employees of the MSA Subsidiaries who are employed at the Effective Time and have been employed continuously thereafter. After the Effective Time, MSA Group Management and representatives of the Surviving Corporation will conduct periodic joint operational reviews to identify and achieve organizational efficiencies in management of the operations of the Surviving Corporation and all of its Subsidiaries and Affiliates, to identify opportunities for employees of the MSA Subsidiaries to advance and move into new positions, and to design an incentive compensation plan for employees of the MSA Subsidiaries that aligns employee performance with desired strategic objectives. Except as set forth in Section 6.7.4(ii), any involuntary change in the terms of employment or employment status of such employees shall be as jointly determined by MSA Group Management and AFI Management, based on the outcome of such joint operational reviews, subject to the ultimate authority of the Board of Directors of AFI MHC with respect to the management and control of the Surviving Corporation.

(ii) For purposes of determining payments to be made with respect to performance cycles ending in the year that includes the Closing Date under the Main Street America Group 2017 Short-Term Incentive Plan and the NGM Insurance Company Executive Long-Term Incentive Plan, amended and restated effective as of January 1, 2013, the determination of payments to be made to all eligible employees, other than the employees listed in Section 4.19.1 of the MSA Disclosure Schedule, shall disregard: (A) any impact of any adjustment to the reserves of the MSA Group Insurance Companies pursuant to Section 7.8 hereof; and (B) any impact of any extraordinary expenses arising in connection with the transactions contemplated herein, including, without limitation, any transaction bonus expenses. The foregoing determination shall be jointly determined by MSA Group Management and AFI Management, subject to the ultimate authority of the Board of Directors of AFI MHC with respect to the management and control of the Surviving Corporation, and the applicable administrators of the plans shall be directed to take appropriate action to implement such determination.

6.7.5 A.M. Best Rating. After the Effective Time, the Surviving Corporation will use commercially reasonable efforts to have the MSA Insurance Company Subsidiaries included in the Surviving Corporation's A.M. Best ratings group and its National Association of Insurance Commissioners group number including in such efforts, if and as necessary, the establishment of a quota share reinsurance or reinsurance pooling arrangement among one or more MSA Group Insurance Companies and one or more AFI Insurance Company Subsidiaries.

6.7.6 Future Transactions. For a period of five (5) years after the Effective Time:

(i) the Surviving Corporation will not seek to effect a transaction resulting in a sale or other transfer to a third party of substantially all of the assets of NGM or Main Street America Group, Inc., or a sale or other transfer to a third party of more than fifty percent (50%) of the voting stock of NGM or Main Street America Group, Inc.. If the Surviving Corporation should seek to undertake a corporate reorganization through a public equity offering, demutualization or liquidation, or some other type of corporate reorganization in which surplus will be distributed to Members, the plan of reorganization will not include any provisions causing the Converted MSA Holdings Members to be treated less favorably than any other Members, and the amounts distributable to Members will be calculated in a manner consistent with applicable Law applied on a consistent basis to all Members.

(ii) MSA Group Management and representatives of the Surviving Corporation will conduct periodic joint operational reviews to identify any opportunities to strengthen the Surviving Corporation by adding to or reducing business operations conducted by the MSA Group Companies. Any sale or other transfer to a third party of substantially all of the assets or sale or other transfer to a third party of more than fifty percent (50%) of the voting stock of one or more of the MSA Group Companies, shall be as jointly determined by MSA Group Management and AFI Management, based on the outcome of such joint operational reviews and subject to the ultimate authority of the Board of Directors of AFI MHC with respect to the management and control of the Surviving Corporation.

6.7.7 Pension Plan. Provided that: (i) there is no material change in applicable Laws, regulations, or circumstances outside the Surviving Corporation's control affecting the programs described in subsections (A) or (B) below, and (ii) the programs described in subsections (A) and (B) below are adequately funded and comply with all applicable Laws and regulations, then for not less than ten (10) years after the Effective Time the Surviving Corporation will: (A) allow the MSA Subsidiaries to continue to fund their qualified and non-qualified pension plans in accordance with the policies in place prior to the Effective Time, and in compliance with ERISA; and (B) allow the MSA Subsidiaries to continue to support and preserve their deferred compensation program. In the event the Surviving Corporation determines that a material change in applicable Laws, regulations, or circumstances outside of the Surviving Corporation's control is affecting any of the programs described in subsections (A) and (B) above during such ten (10) year period, changes may be made to the such programs only to the extent comparable changes are made to comparably affected programs of the Surviving Corporation.

ARTICLE VII

COVENANTS OF MSA HOLDINGS

7.1 Conduct of Business Pending the Merger. From the date hereof until the Effective Time, unless AFI MHC shall otherwise agree in writing (which agreement shall not be unreasonably withheld or delayed) or except as otherwise contemplated by this Agreement or required by applicable Law, MSA Holdings shall not:

7.1.1 Adopt a plan of complete or partial liquidation or dissolution;

7.1.2 Make any material change to any material employee benefit plan other than in the Ordinary Course of Business;

7.1.3 Modify, amend or terminate any MSA Material Contract, or waive, release or assign any material rights or claims, except in the Ordinary Course of Business, or enter into any agreement or arrangement that would have been required to be included as a MSA Material Contract in Section 4.13 of the MSA Disclosure Schedule if it had been executed prior to the execution of this Agreement, except in the Ordinary Course of Business;

7.1.4 (i) Amend its articles, bylaws, code of regulations or other organizational or constituent documents; (ii) issue or sell any shares of, or rights of any kind to acquire any shares of or to receive any payment based on the value of, its capital stock or any securities convertible into shares of any such capital stock; (iii) take any action that would be reasonably likely to adversely affect the status of either the Merger as a reorganization under Section 368(a) of the Code; or (iv) modify any agreement in existence as of the date hereof in such a way as would violate clauses (i) - (iii) above; and

7.1.5 (i) Acquire (by merger, consolidation, or acquisition of stock or assets) any Person or division thereof or make any investment in another Person (other than a MSA Subsidiary) or, except in the Ordinary Course of Business, acquire assets; or (ii) sell, transfer, lease, license, pledge, dispose of, or encumber or authorize or propose the sale, pledge, disposition or Lien of any assets of MSA Holdings or any of the MSA Subsidiaries, except in the cause of clause (ii) above, for sales, transfers, leases, licenses, pledges, dispositions or Liens (1) pursuant to existing contracts (the terms of which have been previously disclosed to AFI MHC); (2) in the Ordinary Course of Business; or (3) in a transaction in which the fair market value of all assets sold, transferred, leased, licensed, pledged, disposed of or encumbered does not exceed \$10,000,000 in the aggregate; or (4) involving obsolete assets not material to the business of MSA Holdings or any of the MSA Subsidiaries; (iii) make any capital expenditure or commitment for capital expenditures, or incur any indebtedness for money borrowed, which individually or in the aggregate exceeds \$10,000,000; or (iv) incur any material liability or obligation other than in the Ordinary Course of Business;

7.1.6 Take or omit to take any action that would be reasonably likely to cause any of the representations and warranties made by MSA Holdings in this Agreement to become untrue, subject to the qualifying language relating to the truth and correctness of representations and warranties made as of a specified date set forth in Section 9.1; and

7.1.7 Declare, set aside, or pay any dividend, distribution, or any other payment of any kind to any of MSA Holdings' Members in their capacity as Members, or take any other action giving rise to (i) any obligation of MSA Holdings to make any such payment or (ii) any claim by any MSA Holdings' Member to any such payment.

7.2 Notice of Certain Other Matters. MSA Holdings shall give prompt notice to AFI MHC of:

7.2.1 Any action, suit, proceeding, or, to the Knowledge of MSA Holdings, investigation commenced, or threatened against, relating to, or involving or otherwise affecting the MSA Group Companies, which, if pending on the date hereof, would have been required to have been disclosed pursuant to Section 4.14 hereof or which relate to the execution of this Agreement or the consummation of the transactions contemplated hereby;

7.2.2 The occurrence of any event which, with notice or lapse of time or both, would reasonably be expected to result in a default by a MSA Group Company or, to the Knowledge of MSA Holdings, a default by any other Person, under any MSA Material Contract to which such MSA Group Company is a party;

7.2.3 Any notice or other communication from or to any Person alleging that the consent of such Person is or may be required in connection with the execution of this Agreement of the consummation of the transactions contemplated hereby;

7.2.4 Any notice or other communication from or to any rating agency in connection with this Agreement or the transactions contemplated hereby or otherwise and, subject to applicable Law, from or to any Governmental Entity in connection with this Agreement or the transactions contemplated hereby; and

7.2.5 Any change or other event which would reasonably be expected to have a MSA Material Adverse Effect.

In furtherance of the foregoing, to the fullest extent permitted under applicable Law and to the extent reasonably practicable, MSA Holdings shall provide AFI MHC with copies (or, to the extent written materials are not involved, oral notice) of proposed notices, applications or any other communications to any Governmental Entity or rating agency in connection with this Agreement or the transactions contemplated hereby, in each case at least three (3) Business Days prior to dispatch of written materials (or, to the extent written materials are not involved, prior to initiation).

7.3 Access and Information; Confidentiality. MSA Holdings shall afford to AFI MHC and its representatives reasonable access during normal business hours and upon reasonable notice through the period immediately prior to the Effective Time to MSA Holdings' and its Subsidiaries' respective assets, books, records, contracts, and commitments (including Tax returns and accountants' work papers) and, during such period, MSA Holdings shall furnish promptly to AFI MHC: (i) a copy of each material report, schedule and other document filed or received by it pursuant to the requirements of applicable Law or any Governmental Entity, including all statutory financial statements; and (ii) all such other information concerning MSA

Holdings' and its Subsidiaries' respective business, assets and personnel as the other may reasonably request from time to time. Without limiting the terms thereof, the Confidentiality Agreement shall govern all information provided hereunder.

7.4 Exclusive Dealing. During the period from the date of this Agreement through the Closing or earlier termination of this Agreement, no MSA Group Company, nor any of their respective officers, directors, employees, agents, or other representatives ("MSA Representatives") will (other than with AFI MHC's prior written consent): (i) engage or participate in, solicit, initiate, or encourage any bids or indications of interest for (A) any acquisition or purchase, direct or indirect, of all or a significant amount of the equity securities, if applicable, or consolidated assets of any MSA Group Company, (B) a merger, consolidation, business combination, reorganization, recapitalization, demutualization, bulk or assumption reinsurance arrangement involving all or a significant portion of insurance liabilities, liquidation, dissolution or other similar transaction involving any MSA Group Company, or (C) any other transaction having a similar effect to those described in clauses (A) and (B) (a "Competing Transaction"); (ii) participate in any discussions or negotiations with any other third parties regarding any Competing Transaction; or (iii) enter into any agreement, arrangement, or understanding conflicting with, or requiring it to abandon or terminate or fail to consummate, the Merger. In addition, MSA Holdings will and will cause the other MSA Group Companies and the MSA Representatives to: (1) immediately cease all discussions or negotiations now pending, if any, with other parties relating to any Competing Transaction; and (2) promptly inform AFI MHC if any MSA Group Company, or to the Knowledge of MSA Holdings, any of the MSA Representatives receive after the date hereof any written inquiry, proposal, indication of interest, letter of intent, or offer concerning a Competing Transaction.

7.5 Cooperation. MSA Holdings shall, and shall cause each of the other MSA Group Companies to, execute such documents and other papers, provide such information, and take such actions required under the terms of this Agreement or as may be reasonably requested by AFI MHC to carry out the provisions hereof and to consummate the transactions contemplated herein.

7.6 Tax Treatment. The Parties intend for the Merger to qualify as a reorganization under Section 368(a) of the Code. MSA Holdings shall, and shall cause its Affiliates to, use commercially reasonable efforts to cause the Merger to so qualify. MSA Holdings agrees that neither it nor any of its Affiliates shall take any action that would reasonably be expected to cause the Merger not to qualify as a reorganization under Section 368(a) of the Code.

7.7 Conditions Precedent. MSA Holdings shall, and shall cause each of the MSA Subsidiaries to, use commercially reasonable efforts to cause all of the conditions precedent to the consummation of the transactions contemplated herein applicable to it and them to be met.

7.8 Reserves. The Parties acknowledge that the most recent opinion provided to MSA Holdings from its independent auditor as to the adequacy of MSA Holdings' reserves sets forth a broad range. MSA Holdings shall engage an independent actuarial firm, selected by mutual agreement of the Parties, to provide an actuarial opinion regarding the sufficiency of the reserves held by the MSA Group Insurance Companies. Such actuarial opinion shall be required

to be delivered prior to the Effective Time, and to set forth a range quantifying such reserves. Prior to the Effective Time, MSA Holdings shall cause the MSA Group Companies to take action to establish their reserves in an amount not less than the midpoint in such range.

7.9 Bank Accounts. MSA Holdings shall use commercially reasonable efforts to deliver to AFI MHC, prior to the Effective Time, a list setting forth the names and locations of all banks, trust companies, savings and loan associations, and other financial institutions at which the MSA Group Companies maintain a safe deposit box, lock box, or checking, savings, custodial or other account of any nature, the type and number of each such account and the signatories therefor, a description of any compensating balancing arrangements and the names of all Persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

7.10 Investment Assets. MSA Holdings shall use commercially reasonable efforts to deliver to AFI MHC, prior to the Effective Time, a list of all investment assets owned by the MSA Group Companies at the end of the month preceding the Closing Date, and the investment guidelines and any other investment instructions relating to such investment assets, as provided by the custodian of such investment assets.

7.11 Employee List. MSA Holdings shall use commercially reasonable efforts to deliver to AFI MHC, prior to the Effective Time, a list of all employees who are employed by the MSA Group Companies as of the Closing including dates of employment and positions, salary and bonuses, and whether they are currently on a leave of absence.

7.12 Online Accounts. MSA Holdings shall use commercially reasonable efforts to deliver to AFI MHC, prior to the Effective Time, complete and accurate records of the MSA Group Company online accounts identifying login names, passwords, and other credentials necessary for accessing and using such accounts.

7.13 Corporate Governance Records. MSA Holdings shall maintain, and make available to AFI MHC (and its designees), the original minute books, stock records, if applicable, and organizational documents of the MSA Group Companies.

ARTICLE VIII

CONDITIONS TO THE OBLIGATIONS OF MSA HOLDINGS

The obligations of MSA Holdings to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by MSA Holdings in writing) at or prior to the Closing of the following conditions:

8.1 Validity of Representations and Warranties. The representations and warranties of AFI MHC herein contained shall be true and correct in all respects at and as of the Effective Time, as if made at and as of that time, except as otherwise contemplated or permitted by this Agreement (it being understood that the truth and correctness of any such representations or warranties made as of a specified date shall be determined only as of such specified date); provided that, any event, change or circumstance first arising after the date hereof which may result in a breach of a representation or warranty which is not already qualified by a materiality

or AFI Material Adverse Effect standard shall not be taken into account for purposes of determining the satisfaction or failure of this condition unless such event, change or circumstance results in a material breach of such representation or warranty.

8.2 Performance of Obligations. AFI MHC shall have performed in all material respects all obligations and agreements and complied with all covenants and conditions contained in this Agreement to be performed and complied with by it at or prior to the Effective Time including without limitation delivery of the deliverables set forth in Section 11.1.

8.3 Consents. All consents, waivers, approvals, authorizations, or Orders listed on Section 5.3.2 of the AFI Disclosure Schedule shall have been obtained by AFI MHC in form and substance reasonably acceptable to MSA Holdings and copies of the same shall have been delivered to MSA Holdings at or prior to the Closing.

8.4 Employment Agreement with Thomas M. Van Berkel. The Parties agree to negotiate in good faith together with Thomas M. Van Berkel a modified or new employment agreement for Thomas M. Van Berkel in a mutually acceptable form.

8.5 Material Adverse Change. Since the date of this Agreement, no effect, change, event, or occurrence shall have occurred that has had, or is reasonably likely to have, an AFI Material Adverse Effect.

8.6 Tax Opinion. MSA Holdings shall have obtained at or prior to the Closing the opinion of Greenberg Traurig, LLP, or another law firm reasonably acceptable to AFI MHC, to the effect that the Merger will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code, and that no gain or loss will be recognized by MSA Holdings or by its Members as a result of the Merger.

ARTICLE IX

CONDITIONS TO THE OBLIGATIONS OF AFI MHC

The obligations of AFI MHC to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by AFI MHC in writing) at or prior to the Closing of the following conditions:

9.1 Validity of Representations and Warranties. The representations and warranties of MSA Holdings herein contained shall be true and correct in all respects at and as of the Effective Time, as if made at and as of that time, except as otherwise contemplated or permitted by this Agreement (it being understood that the truth and correctness of any such representations or warranties made as of a specified date shall be determined only as of such specified date); provided that, any event, change or circumstance first arising after the date hereof which may result in a breach of a representation or warranty which is not already qualified by a materiality or MSA Material Adverse Effect standard shall not be taken into account for purposes of determining the satisfaction or failure of this condition unless such event, change or circumstance results in a material breach of such representation or warranty.

9.2 Performance of Obligations. MSA Holdings shall have performed in all material respects all obligations and agreements and complied with all covenants and conditions contained in this Agreement to be performed and complied with by it at or prior to the Effective Time including without limitation delivery of the deliverables set forth in Section 11.2.

9.3 Consents. All consents, waivers, approvals, authorizations or Orders listed on Section 4.3.2 of the MSA Disclosure Schedule shall have been obtained by MSA Holdings in form and substance reasonably acceptable to AFI MHC and copies of the same shall have been delivered to AFI MHC at or prior to the Closing.

9.4 Employment Agreement with Thomas M. Van Berkel. The Parties agree to negotiate in good faith together with Thomas M. Van Berkel a modified or new employment agreement for Thomas M. Van Berkel in a mutually acceptable form.

9.5 Affiliated Companies. The boards of directors of each of the Affiliated Companies shall have adopted resolutions finding the Merger to be fair and in the best interest of such Affiliated Companies and their respective members.

9.6 Material Adverse Change. Since the date of this Agreement, no effect, change, event, or occurrence shall have occurred that has had, or is reasonably likely to have, a MSA Material Adverse Effect.

9.7 Tax Opinion. AFI MHC shall have obtained at or prior to the Closing the opinion of Foley & Lardner LLP, or another law firm reasonably acceptable to MSA Holdings, to the effect that the Merger will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code, and that no gain or loss will be recognized by AFI MHC or by its Members as a result of the Merger.

9.8 A.M. Best Rating. Each MSA Group Insurance Company shall have been and continue to be assigned a financial strength rating of “A-” or higher by A.M. Best Company; and A.M. Best Company shall not have notified any AFI Group Company or MSA Group Company that it intends to downgrade any such rating below “A-” (excluding any such downgrade resulting solely from the announcement of the Merger).

ARTICLE X CONDITIONS APPLICABLE TO THE OBLIGATIONS OF MSA HOLDINGS AND AFI MHC

The respective obligations of MSA Holdings and AFI MHC to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing of the following additional conditions:

10.1 Governmental Approvals. All Governmental Approvals, including, without limitation, written Orders from the OCI and the OIR, shall have been obtained at or prior to the Closing (and not rescinded or adversely modified or limited) and shall not contain or impose any Burdensome Conditions.

10.2 HSR Act. Any waiting period (and any extension thereof) applicable to the transactions contemplated hereby under the HSR Act shall have been terminated or shall have otherwise expired.

10.3 Injunction. The consummation of the Merger and the other transactions contemplated by this Agreement shall not have been restrained, enjoined, or prohibited by any Governmental Entity of competent jurisdiction. No material litigation or administrative proceeding shall be pending as of the Closing seeking to restrain, enjoin or prohibit the consummation of this Agreement or the transactions contemplated herein that, in the reasonable good faith determination of any Party, is likely to render it impossible or unlawful to consummate such transactions; provided, however, that the provisions of this Section 10.3 shall not apply to any Party that has directly or indirectly solicited or encouraged any such action.

10.4 Member Approvals. Each of the AFI MHC Member Approval and the MSA Holdings Member Approval shall have been obtained.

10.5 No Order Regarding Distributions. Neither Party shall have received an Order from any Governmental Authority requiring such Party to declare, set aside, or pay any dividend, distribution, or other payment of any kind to any of its Members in their capacity as Members.

ARTICLE XI

CLOSING DELIVERABLES

11.1 Documents to be Delivered by AFI MHC. At the Closing, AFI MHC shall deliver or cause to be delivered to MSA Holdings the following documents, in each case duly executed or otherwise in proper form:

11.1.1 A certificate signed by its Chief Executive Officer, confirming that the conditions to set forth in Sections 8.1 and 8.2 have been satisfied;

11.1.2 A certificate signed by its Secretary or Assistant Secretary (or equivalent officer) certifying: (i) that attached thereto are true and correct copies of all resolutions adopted by the Board of Directors of AFI MHC authorizing the execution, delivery, and performance of this Agreement and the consummation of the Merger, and that all such resolutions are in full force and effect and are all the resolutions adopted by the Board of Directors of AFI MHC in connection with the Merger; (ii) the names and signatures of the officers of AFI MHC authorized to sign this Agreement and the other transaction document; (iii) that attached thereto are true and complete copies of the bylaws of MSA Holdings and that such bylaws are in full force and effect; and (iv) attached thereto are true and correct copies of all resolutions adopted by the Members of AFI MHC adopting this Agreement and approving the consummation of the Merger, and that all such resolutions are in full force and effect and are all the resolutions adopted by the Members of AFI MHC in connection with the Merger;

11.1.3 The Articles of Merger, duly executed by AFI MHC;

11.1.4 A copy of the Articles of Incorporation of AFI MHC, certified as of a recent date by the OCI; and

11.1.5 A Certificate of Compliance for AFI MHC, issued as of a recent date by the OCI.

11.2 Documents to be Delivered by MSA Holdings. At the Closing, MSA Holdings shall deliver or cause to be delivered to AFI MHC the following documents, in each case duly executed or otherwise in proper form:

11.2.1 A certificate, signed by its Chief Executive Officer, confirming that the conditions set forth in Sections 9.1 and 9.2 have been satisfied;

11.2.2 A certificate, signed by its Secretary or Assistant Secretary (or equivalent officer) certifying: (i) that attached thereto are true and complete copies of all resolutions adopted by the Board of Directors of MSA Holdings authorizing the execution, delivery, and performance of this Agreement and the consummation of the Merger, and that all such resolutions are in full force and effect and are all the resolutions adopted by the Board of Directors of MSA Holdings in connection with the Merger; (ii) the names and signatures of the officers of MSA Holdings authorized to sign this Agreement and the other transaction document; (iii) that attached thereto are true and complete copies of the bylaws of MSA Holdings and that such bylaws are in full force and effect; and (iv) attached thereto are true and correct copies of all resolutions adopted by the Members of MSA Holdings adopting this Agreement and approving the consummation of the Merger, and that all such resolutions are in full force and effect and are all the resolutions adopted by the Members of MSA Holdings in connection with the Merger;

11.2.3 The Articles of Merger, duly executed by MSA Holdings;

11.2.4 A copy of the Articles of Incorporation of MSA, certified as of a recent date by the OIR;

11.2.5 Resignations from the directors and or officers listed in Schedule 11.2.5 (which list shall include, without limitation, all of the directors of the MSA Group Companies); and

11.2.6 A Certificate of Compliance for MSA Holdings, issued as of a recent date by the OIR.

ARTICLE XII

TERMINATION

12.1 Termination. This Agreement and the transactions contemplated herein may be terminated at any time prior to the Closing:

12.1.1 by mutual written consent of AFI MHC and MSA Holdings;

12.1.2 by either Party, by written notice to the other Party:

(i) if a material breach of any provision of this Agreement has been committed by the non-terminating Party and such breach has not been waived or cured within ten (10) Business Days of notice thereof;

(ii) in the event a condition set forth in Article X of this Agreement is or becomes impossible to satisfy (other than through the failure of the terminating Party to comply with its obligations under this Agreement);

(iii) if the Effective Time shall not have occurred on or before March 31, 2019 or other date agreed to in writing by the Parties; provided, however, that the right to terminate this Agreement under this Section 12.1.2(iii) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Merger to have been consummated on or before such date;

12.1.3 by MSA Holdings:

(i) by written notice to AFI MHC, in the event a condition set forth in Article VIII of this Agreement is or becomes impossible to satisfy (other than through the failure of MSA Holdings to comply with its obligations under this Agreement);

(ii) upon no less than five (5) Business Days' prior written notice, if there shall have occurred any event, change or development that has caused an AFI Material Adverse Effect;

12.1.4 by AFI MHC:

(i) by written notice to MSA Holdings, in the event a condition set forth in Article IX of this Agreement is or becomes impossible to satisfy (other than through the failure of AFI MHC to comply with its obligations under this Agreement); or

(ii) upon no less than five (5) Business Days' prior written notice, if there shall have occurred any event, change, or development that has caused a MSA Material Adverse Effect.

12.2 Effect of Termination. In the event of the termination of this Agreement by either AFI MHC or MSA Holdings as provided above, this Agreement shall thereafter become void and there shall be no liability on the part of any Party hereto against any other Party hereto, or their respective directors, officers, members, agents, or representatives except that: (i) any such termination shall be without prejudice to the rights of any Party hereto arising out of the willful and material breach by any other Party of any representation or warranty or any covenant or agreement contained in this Agreement, provided, however, that consequential damages resulting from such breach shall not be compensable; and (ii) each of the Parties hereto shall provide the other Party hereto with a copy of any proposed public announcement regarding the occurrence of such termination and an opportunity to comment thereon prior to its dissemination. In the event

of termination hereunder, each Party shall promptly return to the other Party or destroy all documents, work papers, and other material of the other Party furnished or made available to such Party or its representatives or agents, and all copies thereof.

ARTICLE XIII

MISCELLANEOUS

13.1 Survival of Representations, Warranties, and Covenants. The representations, warranties, and covenants made by the Parties to this Agreement shall not survive after the Effective Time, except for the covenants contained in Sections 2.8 and 6.7, which shall survive for the time periods specified in each such covenant.

13.2 Payment of Expenses. Whether or not the transactions contemplated herein shall be consummated, each Party hereto shall pay its own expenses incident to preparing for, entering and carrying out this Agreement and to the consummation of the transactions contemplated herein.

13.3 Entire Agreement. This Agreement (together with all Schedules and Exhibits hereto and the documents referred to herein) and the Confidentiality Agreement contain, and are intended as, a complete statement of all of the terms of the arrangements between the Parties with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the Parties with respect to those matters.

13.4 Third Party Beneficiaries. The Advisory Board shall be deemed to be a third party beneficiary to this Agreement, solely for the purposes of enforcing the provisions of Sections 6.5 and 6.7.1 that survive the Closing, including the exercise of its authority under Section 6.7.1(iv). There are no other third party beneficiaries to this Agreement.

13.5 Amendments. At any time prior to the Effective Time, this Agreement may be amended, modified, or supplemented, and any provision hereof may be waived only with the mutual written consent of AFI MHC and MSA Holdings, whether before or after obtaining the requisite Member approvals, provided, however, in the event any amendment, modification, supplement, or waiver requires further Member approval under applicable Law after the requisite Member vote shall also require such further Member approval. For a period of three (3) years following the Effective Time, any amendment, modification, supplement, or waiver of any covenant contained in Section 2.8 or Section 6.7 shall require the mutual written consent of AFI MHC and the Advisory Board.

13.6 Assignment. Neither this Agreement nor any right, obligation or interest herein shall be assignable by any of the Parties hereto, and any attempted assignment without each of the other Party's consent shall be void.

13.7 Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Wisconsin without giving effect to its conflicts of law rules. Any claim arising under or relating to this Agreement and the transactions contemplated herein shall be exclusively prosecuted in a federal or state court of competent jurisdiction located within

Dane County, Wisconsin. Each Party consents to the jurisdiction of such courts and to the service of process by mail. Each Party irrevocably and unconditionally waives any right to plead or claim in any such court that it lacks personal jurisdiction over that Party for purposes of any such action, suit, or proceeding, or that any such action has been brought in an improper or inconvenient forum.

13.8 Equitable Remedies. Each Party agrees that the other Party would be irreparably harmed by, and that money damages would not be a sufficient remedy for, any breach or threatened breach of any provision of this Agreement. Therefore, in addition to any other remedies available to a Party in the event of such a breach or threatened breach by the other Party, a Party shall be entitled to seek specific performance and injunctive or other equitable relief.

13.9 Publicity. Except as may otherwise be required by applicable Law, no publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be made prior to the Effective Time without advance approval thereof by AFI MHC and MSA Holdings. AFI MHC and MSA Holdings will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement or any of the transactions contemplated herein.

13.10 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted (except if not a Business Day then the next Business Day) via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective Parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing by such Party:

if to AFI MHC:

American Family Insurance Mutual Holding Company
6000 American Parkway
Madison, Wisconsin 53783-001
Attention: David C. Holman, Chief Strategy Officer

with a copy to:

American Family Insurance Mutual Holding Company
6000 American Parkway
Madison, Wisconsin 53783-001
Attention: Mark V. Afable, Chief Legal Officer

if to MSA Holdings:

The Main Street America Group
4601 Touchton Road East, Suite 3400
Jacksonville, Florida 32246
Attention: Thomas M. Van Berkel, Chairman, President and Chief Executive
Officer
Fax. No.: 904-380-7441

with a copy to:

The Main Street America Group
4601 Touchton Road East, Suite 3400
Jacksonville, Florida 32246
Attention: Bruce R. Fox, Vice President, General Counsel and Secretary
Fax. No.: 904-380-7441

13.11 Delivery by Facsimile or Email. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, 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 any Party hereto or to any such contract, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract, and each such Party forever waives any such defense.

13.12 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

13.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

13.14 Interpretation; Construction. For purposes of this Agreement (and the Disclosure Schedules): (i) the words “including”, “include” and “includes” shall be deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive (and shall be construed in the inclusive sense of “and/or”); (iii) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (iv) the words “herein,” “hereof,” “hereby,” “hereto” or “hereunder” refer to this Agreement (including the Disclosure Schedules and Exhibits to this Agreement) as a whole; (v) definitions in Article I shall apply equally to both the singular and plural forms of the terms defined; and (vi) whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. Any reference in this Agreement to a “day” or a number of “days” (without explicit reference to Business Days) shall be interpreted as a reference to a calendar day or number of calendar days. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. All references to “\$” shall be deemed references to United States dollars. Unless the context otherwise requires, references in this Agreement: (A) to Articles, Sections, Exhibits and Disclosure Schedules mean the Articles and Sections of, and the Exhibits and Disclosure Schedules attached to, this Agreement; (B) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement; and (C) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Disclosure Schedules and Exhibits referred to in this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Any capitalized terms used in any of the Disclosure Schedules or Exhibits to this Agreement, but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any fact or item disclosed in any Section or portion of the Disclosure Schedules shall be deemed disclosed on all other Sections and portions of the Disclosure Schedules to which it is readily apparent that such fact or item applies. Any fact or item disclosed on any Section or portion of the Disclosure Schedules shall not by reason only of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement. Titles to Articles and headings of Sections in this Agreement or any of the Disclosure Schedules or Exhibits to this Agreement and the table of contents to this Agreement are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement or any of the Disclosure Schedules or Exhibits to this Agreement. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the Parties, each Party confirms that both it and its counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**AMERICAN FAMILY INSURANCE MUTUAL
HOLDING COMPANY**

By: Jack C. Salzwedel
Name: Jack C. Salzwedel
Title: Chairman + CEO

**MAIN STREET AMERICA GROUP MUTUAL
HOLDINGS, INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**AMERICAN FAMILY INSURANCE MUTUAL
HOLDING COMPANY**

By: _____

Name: _____

Title: _____

**MAIN STREET AMERICA GROUP MUTUAL
HOLDINGS, INC.**

By: Thomas M. Van Berkel

Name: Thomas M. Van Berkel

Title: Chairman, President and CEO

EXHIBIT A

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SURVIVING
CORPORATION**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

**AMERICAN FAMILY INSURANCE MUTUAL HOLDING COMPANY
(a Wisconsin Mutual Insurance Holding Company)**

These Amended and Restated Articles of Incorporation of American Family Insurance Mutual Holding Company (the “Corporation”), duly adopted in accordance with the provisions of Chapter 644 of the Wisconsin Statutes, supersede and take the place of the Articles of Incorporation of the Corporation and any amendments thereto in effect as of the Effective Date hereof.

ARTICLE I.

Name

The name of the Corporation is American Family Insurance Mutual Holding Company.

ARTICLE II.

Principal Office, Registered Office, and Registered Agent

The mailing and street address of the initial principal office of the Corporation is 6000 American Parkway, Madison, Dane County, Wisconsin 53783. The address of the initial registered office of the Corporation is 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717. The name of the Corporation’s initial registered agent at such address is Corporation Service Company.

ARTICLE III.

Incorporator

The name and address of the sole incorporator is Ann F. Wenzel, c/o American Family Mutual Insurance Company, S.I., 6000 American Parkway, Madison, Wisconsin 53783.

ARTICLE IV.

Purposes

The purposes for which this Corporation is organized are to engage in any lawful activity within the purposes for which mutual insurance holding companies may be organized under Chapter 644 of the Wisconsin Statutes.

ARTICLE V.

Members

5.1 Entitlement to Membership. The term “Member” shall mean, for purposes of these Articles and the Bylaws of the Corporation, each person and each entity which is deemed a Member of the Corporation pursuant to paragraphs (a), (b), or (c) of this Section 5.1.

(a) Each person who, and each entity which, became a Member of the Corporation in accordance with the Mutual Holding Company Plan filed with the Office of the Wisconsin Commissioner of Insurance (the “Plan”) pursuant to which the Corporation was formed as of the effective date of such formation (the “Inception Date”) shall remain a Member so long as at least one (1) policy of insurance by virtue of which such membership in the Corporation was derived remains in force, and thereafter, so long as such person or entity is the owner of one (1) or more policies of insurance issued, renewed, or assumed by an insurance company that has been designated in accordance with these Articles of Incorporation and the Bylaws of the Corporation as an American Family Member Company (each, an “American Family Member Company”).

(b) Each person who, and each entity which, was, immediately prior to the effective time of any merger of another mutual insurance holding company with and into the Corporation pursuant to Chapter 644 of the Wisconsin Statutes, a member of such other mutual insurance holding company shall become a member of the Corporation without further act, commencing as of the effective time of such merger and continuing for so long as at least one (1) policy of insurance by virtue of which such membership in such other mutual insurance holding company was derived remains in force, and thereafter, so long as such person or entity is the owner of one (1) or more policies of insurance issued, renewed, or assumed by an American Family Member Company.

(c) Each person who, and each entity which: (i) did not become a Member pursuant to Section 5.1(a) or (b); and (ii) is the owner of one (1) or more policies of insurance issued, renewed, or assumed after the Inception Date by an American Family Member Company shall be a Member of the Corporation without further act, commencing with the date any such policy is first in force and continuing for so long as such person or entity is the owner of one (1) or more policies of insurance issued, renewed, or assumed by an American Family Member Company.

5.2 Cessation of Membership. Any person who, or entity which, has become a Member of the Corporation as described in Section 5.1(a), (b), or (c) shall cease to be a Member; and all associated rights and privileges, including without limitation the Membership Interest and Rights in Surplus of such Member, if any, shall cease; as of the date no policy of insurance by virtue of which such Member status is derived remains in force, whether as a result of lapse, expiration, nonrenewal, cancellation, termination, or novation of such policy.

5.3 American Family Member Companies. As of the Effective Date, the designated American Family Member Companies shall be American Family Mutual Insurance Company, S.I., American Standard Insurance Company of Ohio, American Family Insurance Company, and NGM Insurance Company. After the date hereof, the Board of Directors of the Corporation may take action to designate any direct or indirect subsidiary of the Corporation as an additional American Family Member Company. Notwithstanding the provisions of Section 5.1(c), at the time it takes action to designate an additional American Family Member Company, the Board of Directors may also specify the timing of admission of policyholders of such company as Members of the Corporation. For the avoidance of doubt: (a) once designated as an American Family Member Company, such company shall retain such designation unless and until it is no longer a direct or indirect subsidiary of the Corporation; and (b) the Corporation may have subsidiaries that are not American Family Member Companies.

5.4 Meetings of Members. Annual and special meetings of the Members shall be held at such time, date and place as determined by the Board of Directors in accordance with the Bylaws. Each Member of record as of the record date for any meeting of Members shall be entitled to vote in person or by proxy at such meeting in accordance with procedures prescribed in the Bylaws.

5.5 Voting Rights of Members. Each Member shall be entitled to one vote on each matter coming before a meeting of the Members and for each director to be elected regardless of the number of policies or amount of insurance and benefits held by such Member. The owner of a group policy shall have but one vote regardless of the number of individuals insured or benefited thereunder. Two or more persons who qualify as policyholders under a single policy shall be deemed one Member for purposes of voting and collectively shall be entitled to one vote. Fractional voting is not permitted. When a Member is a minor, the vote shall be vested in the parent or legal guardian of the minor.

5.6 Restrictions. No Member may transfer any rights arising out of such Member's status as a Member; provided, however, that such limitation shall not restrict the Member's right to assign a policy that is otherwise permissible pursuant to the terms of such policy and the Corporation's Bylaws.

5.7 Rights in Surplus. This Corporation shall be a mutual holding company, without capital stock. The Members of the Corporation shall have such Rights in Surplus of the Corporation as are provided for under Chapter 644 of the Wisconsin Statutes, as amended from time to time, or any successor provisions of Wisconsin law.

ARTICLE VI.

Board of Directors

The initial Board of Directors shall be those individuals named in the Plan. Thereafter, the Board of Directors shall be elected by the Members.

ARTICLE VII.

Amendment of Articles

7.1 Required Vote. These Articles of Incorporation may be amended by a vote of the lesser of: (i) two-thirds (2/3) of the Members present and voting in person or by proxy at a meeting of the Members; or (ii) a majority of the voting power held by the Members.

ARTICLE VIII.

Notice of Meetings

8.1 Notice of Meeting by Publication. In lieu of delivery of a notice of meeting of Members to each Member, the Corporation may publish a copy of the notice of meeting in a newspaper of general statewide circulation in the State of Wisconsin at least thirty (30) days prior to such meeting, together with such additional notice, if any, as may be required by the Commissioner of Insurance, or upon such notice and in such manner as may be provided by the laws of the State of Wisconsin and the Bylaws of the Corporation effective at the time such meeting is held.

8.2 Notice of Time and Place of Annual Meetings. In lieu of delivery to each Member of a notice of the annual meeting of Members at which directors are elected, the Corporation may print the time and place of such annual meeting conspicuously on each policy under which a Member derives a membership interest.

IN WITNESS WHEREOF, these Articles of Incorporation are executed on behalf of American Family Insurance Mutual Holding Company.

Executed to be effective as of the ____ day of _____, 2018 (the "Effective Date").

Ann F. Wenzel, Sole Incorporator

This instrument was drafted by and should be returned to Anne E. Ross of Foley & Lardner LLP, 150 East Gilman Street, Madison, Wisconsin 53703-1481.

EXHIBIT B

BYLAWS OF SURVIVING CORPORATION

BYLAWS
OF
AMERICAN FAMILY INSURANCE MUTUAL HOLDING COMPANY

Adopted: Effective January 1, 2017

ARTICLE 1

OFFICES

The principal office of the Corporation shall be in the City of Madison, Dane County, Wisconsin, but the Corporation may also have offices at such other places as the Directors may from time to time designate or its business may require.

ARTICLE 2

MEETINGS OF MEMBERS

Section 2.1 Annual Meetings and Notices. The annual meeting of the Members of the Corporation for the purpose of electing Directors and for the transaction of such other business as shall properly come before the meeting, shall be held at the principal office of the Corporation on the first Tuesday in March at 2:00 p.m., in each year. The notice of such meeting printed in any policy conferring membership in the Corporation shall constitute proper notice to the Member owning such policy of the time and place of the annual meetings. Notice of annual meetings may be given by any other means permitted under the Articles of Incorporation of the Corporation and the laws of the State of Wisconsin.

Section 2.2 Special Meetings. Special meetings of the Members shall be held at the principal office of the Corporation upon call by the Secretary, who shall call such special meeting, upon written request, filed with the Secretary at least sixty (60) days in advance of the date of such meeting, (1) by the Chairman of the Board, or (2) by a majority of the Board of Directors, or (3) by not less than 5% of the Members of the Corporation. Request for a special meeting must be in writing and shall state the proposed time, place, and purpose of such meeting. Special meetings shall be confined to the purposes stated in the call and matters germane thereto. Notice of special meetings of the Members shall be given not less than fifteen (15) days in advance of such meeting, or such longer period as may be required by the Articles of Incorporation or applicable law, and in such manner, consistent with applicable law and the Articles of Incorporation of the Corporation, as may be prescribed by resolution of the Board of Directors.

Section 2.3 Conduct of Meetings. The Chairman of the Board or the Board of Directors shall set and approve the agenda for Members meetings. The Chairman of the Board, or in the Chairman of the Board's absence, the President, or in the President's absence, the Secretary, shall call the meeting of the Members to order and shall act as chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of all meetings of the

Members, but in the absence of the Secretary, or in the event the Secretary is acting as chairperson of the meeting, the presiding chairperson may appoint any other person to act as secretary of the meeting.

Section 2.4 Voting. Each Member, present in person or represented by proxy, at any annual or special meeting of the Members shall be entitled to cast one vote.

Section 2.5 Proxies. A Member may vote at any meeting of the Members in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by a written appointment form signed by or on behalf of the Member, or by electronically transmitting or authorizing the electronic transmission of the appointment to the person who will be appointed as proxy or to a proxy solicitation firm, proxy support service organization, or like agent authorized to receive the transmission by the person who will be appointed as proxy. Every electronic transmission shall contain, or be accompanied by, information that can be used to reasonably determine that the Member electronically transmitted or authorized the electronic transmission of the appointment. Any person charged with determining whether a Member electronically transmitted or authorized the electronic transmission of the appointment shall specify the information upon which the determination is made. Proxies shall be valid only for one meeting, to be specified therein, unless otherwise provided in the proxy, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of the meeting. The Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies. Proxies must be filed with and be in the hands of the Secretary at least five (5) days prior to the date of any annual or special meeting of the Members and any proxy not so filed shall not be voted.

Section 2.6 Quorum and Manner of Acting. A quorum shall be required for the transaction of business at any meeting of the Members. Ten (10) Members present in person or by proxy shall constitute a quorum. If a quorum is not present, the majority of those present and qualified to vote may adjourn such meeting from time to time without notice other than by announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting had it been held at the time originally fixed therefor. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, action at any annual or special meeting of the Members shall be by majority vote of Members entitled to vote, present either in person or by proxy.

Section 2.7 Record Date. The Board of Directors may fix a date for determination of record those Members who are entitled to notice of and to vote at meetings of Members, which date shall be not less than twenty (20) or more than ninety (90) days prior to such meeting.

Section 2.8 Waiver of Notice by Members. Whenever any notice is required to be given to any Member of the Corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Member entitled to such notice, shall be deemed equivalent to the giving of such notice; provided that such waiver in respect to any matter of which notice is required under

any provision of law, shall contain the same information as would have been required to be included in such notice, except the time and place of meeting.

ARTICLE 3

DIRECTORS

Section 3.1 General Powers and Number. The business and affairs of the Corporation shall be managed by a Board of Directors of not more than fifteen (15) and not less than the number required by Wisconsin law, at the discretion of the Board of Directors. The actual number of the Directors shall be designated annually within these limits by the Board of Directors prior to the annual meeting. Except as expressly limited by law, all corporate powers of the Corporation shall be vested in and may be exercised by the Board of Directors.

Section 3.2 Classification. The Board of Directors shall be divided into three (3) groups, to be as nearly equal in number of Directors in each group as possible. The three groups are to be designated Group I, Group II, and Group III. The term of office of the Directors in Group III shall expire at the first annual meeting after their initial election and until their successors are elected and qualified; the term of office of the Directors in Group I shall expire at the second annual meeting after their initial election and until their successors are elected and qualified; and the term of office of the Directors in Group II shall expire at the third annual meeting after the initial election and until their successors are elected and qualified. At each annual meeting after the initial classification of the Board of Directors, the group of Directors whose term expires at the time of such election shall be elected to hold office until the third succeeding annual meeting and until their successors are elected and qualified.

Section 3.3 Tenure and Qualifications. Each Director shall hold office until the end of his or her term and until his or her successor shall have been elected, or until his or her prior death, resignation, or removal. A Director may be removed from office with or without cause by affirmative vote of two-thirds (2/3) of the remaining members of the Board of Directors, taken at a regular meeting or a special meeting called for that purpose. A Director may resign at any time by filing his or her written resignation with the Secretary of the Corporation.

No Director, not a former employee or Officer of the Corporation, shall be qualified to continue on the Board of Directors after retirement from his or her principal occupation unless the Nominating and Governance Committee recommends to the Board of Directors his or her continued service.

No Director shall be qualified to continue on the Board of Directors who, for whatever reason, fails to attend one-half or more of the total Board of Directors meetings and his or her committee meetings in any calendar year, or is absent for three (3) consecutive meetings either of the Board of Directors and his or her committee assignments or a combination of both.

No Director shall serve beyond the date of the regularly scheduled meeting immediately preceding his or her seventieth (70th) birthday.

A Director residing in an operating state of the Corporation's subsidiaries is encouraged to become a policyholder of one or more of the Corporation's subsidiaries.

Section 3.4 Nomination for Election to the Board of Directors. Nominations for election to the Board of Directors may be made by the Board of Directors or by any Member of the Corporation entitled to vote for election of Directors. Nominations, other than those made by, or on behalf of, the existing Board of Directors, shall be made in writing and shall be delivered or mailed to the Chairman of the Board, and/or the President of the Corporation, not less than ninety (90) days prior to the annual meeting of Members. Such notification shall contain the following information: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; and (c) the name and residence address of the nominating Member. Nominations not made in accordance herewith may be disregarded by the chairperson of the meeting, and in determining the total votes cast for any such nominee, such votes shall be disregarded.

Section 3.5 Regular and Special Meetings. Regular meetings of the Board of Directors shall be held at the Corporation's principal office or at such other place as may be designated by the Chairman of the Board. Such meetings shall be held at least quarterly at such times as the Directors shall prescribe. The Chairman of the Board may call special meetings of the Directors and he or she shall call a special meeting of the Board of Directors when requested, in writing, by three (3) Directors. The Secretary shall give notice of all special meetings in the manner provided herein.

Section 3.6 Annual Meeting. The annual meeting of the Directors shall be held on the same day and at the same place as the annual meeting of the Members and shall convene immediately after adjournment thereof. At such meeting the Directors shall elect Officers and standing committees. If for any reason the annual meeting of Directors is not held at the time designated, or if there is a failure to elect Officers and standing committees, such Officers and committees may be elected either at a special meeting called for such purpose or at the next regular meeting.

Section 3.7 Quorum and Manner of Acting. A majority of the Directors in office shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

Section 3.8 Notice; Waiver. Notice of each special meeting of the Board of Directors shall be given by written notice delivered in person, by facsimile, e-mail, or other form of wire or wireless communication, or by mail or private carrier, to each Director at his or her business address or at such other address as such Director shall have designated in writing filed with the Secretary, in each case not less than forty eight (48) hours prior to the meeting. The notice need not describe the purpose of the special meeting of the Board of Directors or the business to be transacted at such meeting. If delivered by facsimile or e-mail, such notice shall be deemed to be given when sent. If mailed, such notice shall be deemed to be given when deposited in the

United States mail so addressed, with postage thereon prepaid. If notice is given by private carrier, such notice shall be deemed to be given when delivered to the private carrier. Whenever any notice whatever is required to be given to any Director of the Corporation under the Articles of Incorporation or these Bylaws or any provision of Wisconsin law, a waiver thereof in writing, signed at any time, whether before or after the date and time of meeting, by the Director entitled to such notice shall be deemed equivalent to the giving of such notice. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.9 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, may be filled until the next succeeding annual election by the Members by the affirmative vote of a majority of the Directors then in office, though less than a quorum of the Board of Directors; provided, that in the case of a vacancy created by the removal of a Director by vote of the Members, the Members shall have the right to fill such vacancy.

Section 3.10 Compensation. A Director may receive such compensation for services as is determined by resolution of the Board of Directors. A Director may also serve the Corporation in any other capacity and receive compensation therefor.

Section 3.11 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors or a committee thereof of which he or she is a member, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her written dissent to such action is filed with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.12 Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of the total number of Directors then in office, may create an Executive Committee and one or more other committees, appoint members of the Board of Directors to serve on the committees, designate other members of the Board of Directors to serve as alternates, and appoint one or more Officers to serve as non-voting members of any committee. Any committee created by the Board of Directors shall have three or more voting members who shall serve at the pleasure of the Board of Directors. The committees, if any, shall have and may exercise such powers as may be provided in the Resolution of the Board of Directors creating such committee, as such resolution may from time to time be amended and supplemented, and subject to any requirements of applicable law. Unless otherwise provided by the Board of Directors in creating a committee, a committee may employ counsel, accountants and other consultants to assist it in the exercise of its authority. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 3.13 Unanimous Consent without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors or any of its committees at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors then in office or, in the case of a committee, all of the voting members of such committee.

Section 3.14 Electronic Meetings. Except as herein provided and notwithstanding any place set forth in the notice of the meeting or these Bylaws, members of the Board of Directors (and any committees thereof created pursuant to Article 3, Section 3.12 hereof) may participate in regular or special meetings by, or through the use of, any means of communication by which all participants may simultaneously hear each other, such as by conference telephone or other electronic device. If a meeting is conducted by such means, then at the commencement of such meeting the chairperson or committee chair, as applicable, shall inform the participating Directors that a meeting is taking place at which official business may be transacted. Any participant in a meeting by such means shall be deemed present in person at such meeting. Notwithstanding the foregoing, no action may be taken at any meeting held by such means on any particular matter which the chairperson or committee chair, as applicable, determines, in his or her sole discretion, to be inappropriate under the circumstances for action at a meeting held by such means. Such determination shall be made and announced in advance of such meeting.

ARTICLE 4

OFFICERS

Section 4.1 Principal Officers. The Principal Officers of the Corporation shall be Chief Executive Officer, President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Additional officers may be elected by the Board of Directors, including without limitation one or more Assistant Treasurers and Assistant Secretaries (together with the Principal Officers, the “Officers”). The Board of Directors may also authorize any officer to appoint one or more of such other Officers. The duties of the Officers shall be those enumerated herein and any further duties designated by the Board of Directors.

Section 4.2 Chairman of the Board. The Board of Directors shall elect a Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Members and the Board of Directors. In the absence or inability of the Chairman of the Board to act, the President shall preside at the meeting of the Members and the Board of Directors, and in the absence of both the Chairman of the Board and the President, the Secretary shall preside at such meetings.

Section 4.3 Chief Executive Officer. The Chief Executive Officer shall exercise general administrative leadership and direction of the Corporation in conformity with actions and controls established and maintained by the Board of Directors. The Chief Executive Officer shall have the power and authority to execute on behalf of the Corporation any and all documents, contracts, instruments, or other papers to which the signature of the Corporation is to be attached; provided, however, a facsimile signature may be printed, engraved, or stamped on any approved document, contract, instrument or other papers of the Corporation.

Section 4.4 President. The President shall be the Chief Operating Officer of the Corporation and shall, in concurrence with the Chief Executive Officer and actions of the Board of Directors, direct the activities of its Officers. The President shall have the power and authority to execute on behalf of the Corporation those documents, contracts, instruments, or other papers to which the signature of the Corporation is to be attached; provided, however, a facsimile signature may be printed, engraved or stamped on any approved document, contract, instrument, or other papers of this Corporation. The President shall exercise the discretion of and perform generally all of the duties incident to the Office of President and such other and further duties as may be required by the Board of Directors and the Chief Executive Officer.

Section 4.5 Succession. Should the Chief Executive Officer be absent or unable to act, the President shall assume the role of the Chief Executive Officer with the same power and authority vested in the Chief Executive Officer. If the President is unable to serve, the Board of Directors shall designate another Officer or Director to discharge the duties of the Chief Executive Officer with the same power and authority vested in the Chief Executive Officer in accordance with the current plan of succession as determined by the Board of Directors.

Section 4.6 Secretary. The Secretary shall keep a record of the Minutes of the meetings of the Members and of the Board of Directors. He or she shall countersign all instruments and documents executed by the Corporation which the laws or Bylaws require to be so executed; affix to instrument and documents the seal of the Corporation; keep in proper books therefor the transactions of the Corporation; and perform such other duties as usually are incident to such office.

Section 4.7 Treasurer. The Treasurer, subject to the control of the Board of Directors, shall collect, receive, and safely keep all moneys, funds, and securities of the Corporation, and attend to all its pecuniary affairs. He or she shall keep full and complete accounts and records of all his or her transactions, of sums owing to or by the Corporation, and all rents and profits in its behalf. The books of account and records shall at all reasonable times be open to the inspection of the Members, and he or she shall furnish to the Members at their annual meeting and to the Directors, whenever requested by them, such statements and reports of the same as are necessary to a full exhibit of the financial condition of the Corporation.

Section 4.8 Term, Removal & Salaries. All Officers shall hold office for one year and until their successors are elected and qualified, or until their prior death, resignation, or removal. The Board of Directors may remove any officer and, unless restricted by the Board of Directors or these Bylaws, an officer may remove any officer appointed by that officer, at any time, with or without cause and notwithstanding the contract rights, if any, of the officer removed. The appointment of an officer does not of itself create contract rights. Salaries of all Officers, with the exception of any Assistant Treasurers and any Assistant Secretaries, shall be fixed by the Board of Directors.

ARTICLE 5

FUNDS OF THE CORPORATION

Section 5.1 Deposits. All funds of the Corporation shall be deposited or invested in such depositories or in such securities as may be authorized from time to time by the Board of Directors or appropriate committee under authorization of the Board of Directors.

Section 5.2 Investments. All investments and deposits of funds of the Corporation shall be made and held in its corporate name, except that securities kept under a custodial agreement or trust arrangement with a bank or banking and trust company may be issued in the name of a nominee of such bank or banking and trust company and except that securities may be acquired, and held in bearer form.

Section 5.3 Loans. All loans contracted on behalf of the Corporation and all evidences of indebtedness that are issued in the name of that Corporation shall be under the authority of the resolution of the Board of Directors. Such authorization may be general or specific.

Section 5.4 Contracts. The Board of Directors may authorize one or more Principal Officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authorization may be general or specific.

Section 5.5 Disbursements. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner, including by means of facsimile signature, as shall from time to time be determined by or under authority of a resolution of the Board of Directors

Section 5.6 Borrowing Prohibited. No Director or Officer of the Corporation shall borrow money from the Corporation, or receive any compensation for selling, aiding in the sale, or negotiating for the sale of any property belonging to the Corporation, or for negotiating any loan for or by the Corporation.

Section 5.7 Voting of Securities Owned by the Corporation. Subject always to the specific directions of the Board of Directors, (a) any shares or other securities issued by any other corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other corporation by the Chairman of the Board or the President of this Corporation, or their designee, and (b) whenever, in the judgment of the Chairman of the Board or the President, it is desirable for this Corporation to execute a proxy or written consent in respect to any shares or other securities issued by any other corporation and owned by this Corporation by the Chairman of the Board or President, or their designee, without necessity of any authorization by the Board of Directors, affixation of corporate seal, or countersignature or attestation by the Secretary or Assistant Secretary. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation.

ARTICLE 6

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Corporation shall, to the fullest extent permitted or required by Section 644.18(2) and Sections 181.0871 to 181.0881 and 181.0889, inclusive, of the Wisconsin Statutes, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Officer is a Party because he or she is or was a Director or Officer of the Corporation. The Corporation shall also indemnify an employee who is not a Director or Officer of the Corporation, to the extent that the employee has been successful on the merits or otherwise in defense of a proceeding, for all Expenses incurred in the Proceeding if the employee was a party because he or she was an employee of the Corporation. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which a Director, Officer or employee may be entitled under any written agreement or resolution of the Board of Directors, vote of the Members, the Wisconsin Insurance Code or otherwise. The Corporation may, but shall not be required to, supplement the foregoing rights to indemnification against Liabilities and advancement of Expenses under this Article 6 by the purchase of insurance on behalf of any one or more of such Directors, Officers or employees, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director, Officer or employee under this Article 6. All capitalized terms used in this Article 6 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Statutes.

ARTICLE 7

AMENDMENTS

Section 7.1 Amendment by Board Action. These Bylaws may be amended or a provision of the Bylaws waived by a vote of three-fourths (3/4) of the Directors voting at any regular or special meeting of the Board of Directors.

Section 7.2 Implied Amendments. Any action taken or authorized by the Board of Directors, which would be inconsistent with the Bylaws then in effect but is taken or authorized by the affirmative vote of not less than the number of Directors required to amend the Bylaws so that the Bylaws would not be inconsistent with such action, shall be given the same effect as though the Bylaws had been amended or suspended to the extent and for so long, but only to the extent and for so long, as is necessary to permit the specific action so taken or authorized.

EXHIBIT C

ADVISORY BOARD CHARTER

CHARTER OF THE ADVISORY BOARD

1. Purpose

The advisory board governed by this Charter (the “Advisory Board”) was established pursuant to that certain Agreement and Plan of Merger (the “Merger Agreement”) between American Family Insurance Mutual Holding Company (“AFI MHC”) and Main Street America Group Mutual Holdings, Inc. (“MSA Holdings”). The purpose of the Advisory Board is to enforce the post-closing covenants as set forth in the Merger Agreement and specifically to consult with and provide advice to the respective boards of directors and management of NGM Insurance Company (“NGM”) and its ultimate parent, AFI MHC.

2. Membership

The Advisory Board membership shall be as follows:

- 2.1 The Advisory Board shall be initially comprised of those persons identified in Schedule A attached hereto, each of whom was a director of Main Street America Group Mutual Holdings, Inc. immediately prior to the Effective Time under the Merger Agreement. Each such member shall serve until the expiration of the term described in Article 3 below, or until his or her earlier death, disability, resignation, or removal. Any member may be removed with or without cause by a vote of not less than two-thirds (2/3) of the other members, provided that no member may be removed if such removal would result in fewer than three (3) remaining members.
- 2.2 In the event of a vacancy on the Advisory Board, the remaining members of the Advisory Board shall determine whether to fill such vacancy and, subject to the approval of AFI MHC, select the successor member.
- 2.3 The Chair of the Advisory Board shall be appointed, and may be replaced from time to time, in each case, by a majority vote of the Advisory Board members.

3. Term:

The term of the Advisory Board shall be the three (3)-year period immediately following the effective time of the transactions contemplated by the Merger Agreement (the “Effective Time”).

4. Meetings and Manner of Acting

Meetings of the Advisory Board shall be conducted as follows:

- 4.1 The Advisory Board shall meet quarterly at the call of the Chair during the first year following the Effective Time, and at such other times as a special meeting is called in the manner set forth below, at such times and places as the Advisory Board may establish, consistent with past practice of the MSA Holdings Board of Directors.
- 4.2 Meetings may be called by the Chair of the Advisory Board, by any two Advisory Board members, or at the request of AFI MHC; the Chair shall set the agenda (unless a special meeting is called by, or at the request of, a party other than the Chair, in which case the purpose of the meeting shall be as stated by the party calling or requesting the meeting) and conduct the meetings.
- 4.3 The Advisory Board may permit attendance at meetings, in person or by teleconference, by representatives of NGM management, representatives of AFI MHC, and such advisors, counsel, and consultants as the Advisory Board may reasonably determine appropriate or advisable from time to time.
- 4.4 A majority of the members of the Advisory Board present in person or via teleconference at a meeting shall constitute a quorum. Concurrence of a majority of a quorum present at a meeting, or unanimous written consent (as provided below), shall be required to take formal action of the Advisory Board.
- 4.5 The Advisory Board may act by unanimous written consent, and may conduct meetings via teleconference or similar communications equipment.
- 4.6 The Chair shall be authorized to execute and deliver any agreements or other instruments on behalf of the Advisory Board.
- 4.7 The Advisory Board shall report in writing regularly to the boards of directors of NGM and AFI MHC on matters within the Advisory Board's responsibilities and shall maintain minutes of Advisory Board meetings reflecting matters considered and actions taken, utilizing the Secretary or Assistant Secretary for NGM to record the minutes for the Advisory Board (provided that such Secretary or Assistant Secretary shall not provide any legal advice to the Advisory Board).

5. Rights and Responsibilities

The Advisory Board will have such rights and responsibilities as are provided for in the Merger Agreement.

6. Confidentiality

The Advisory Board may from time to time receive confidential information relating to the business and operations of AFI MHC, NGM, or one or more of their affiliates. A member of the Advisory Board may not disclose such confidential information to any person other than an advisor or consultant who is under a duty to maintain such information as confidential, and may not use such confidential information for any

purpose other than fulfilling his or her responsibilities hereunder. The Chief Executive Officer of AFI MHC (the “CEO”) may request that a prospective member of the Advisory Board enter into a written non-disclosure agreement with AFI MHC or any of its affiliates to protect its confidential information. The failure of the CEO to request such an agreement, however, shall not diminish the obligation of any such member of the Advisory Board hereunder.

7. Conflicts of Interest

To ensure that its advice is unbiased, before the Advisory Board considers a matter, each member must disclose to the Advisory Board as a whole and the CEO the existence of any personal interest; for example a personal financial interest, family relationship, or professional affiliation; that he or she may have in the matter. Following disclosure of such interest, the member may participate in the discussions relating to the matter.

In addition, the Advisory Board members shall continue to comply with the current conflicts of interest policy established by MSA Holdings.

8. Compensation and Expense Reimbursements

The Advisory Board will be compensated as follows:

- 8.1 The members of the Advisory Board shall receive an annual retainer fee for their services, including the right to defer such compensation as is currently provided by MSA Holdings, and shall be entitled to reimbursement for expenses and indemnification against third party claims, all as provided for under the Merger Agreement. Such compensation shall be paid on a quarterly basis.
- 8.2 In consideration for the annual retainer fee, the Advisory Board will meet four (4) times in the first year of the Term in accordance with the past schedule of the MSA Holdings Board of Directors meetings.
- 8.3 Thereafter, the Advisory Board will meet on such occasions as the members deem necessary or as requested by AFI MHC, not to exceed four (4) times per year, at no additional compensation.
- 8.4 At any time during the Term, a special meeting may be called pursuant to this charter to discharge the obligations of the Advisory Board under the Merger Agreement.
- 8.5 AFI MHC may from time to time request that one or more members of the Advisory Board perform services outside the scope of the basic duties of the Advisory Board; any such request shall include an offer of such additional compensation as AFI MHC deems appropriate.
- 8.6 In addition to the provisions of subsection 8.5 above, in the event the Advisory Board reasonably determines that it is necessary and appropriate to take action

with respect to an alleged violation of a post-closing covenant as provided for in the Merger Agreement, and provided that the Advisory Board has notified AFI MHC of such alleged violation promptly after making such determination, then any settlement of, or award arising out of, any claim brought by the Advisory Board in connection with such alleged violation shall include reasonable compensation for time actually spent by any Advisory Board member in connection with such claim, in excess of the four (4) meetings described in Section 8.3.

9. Amendments

This Charter may be amended by written agreement of the Advisory Board and AFI MHC.

SCHEDULE A

October __, 2018

List of Members of the Advisory Board:

1. Terry L. Baxter,
2. Cotton M. Cleveland,
3. Lisa Crutchfield,
4. John A. Delaney,
5. R. Chris Doerr,
6. Albert H. Elfner, III,
7. David Freeman,
8. William D. Gunter, Jr.,
9. Idalene F. Kesner,
10. James E. Morley, Jr.,