

**AMENDMENT NO. 1
TO
STOCK PURCHASE AGREEMENT**

This AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT (this "Amendment") is made as of December 12, 2016, by and between Premier Servicing, LLC, a Delaware limited liability company ("Buyer"), and General Casualty Company of Wisconsin, a Wisconsin domestic stock insurance company ("Seller," and together with Buyer, the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Stock Purchase Agreement (the "Purchase Agreement"), dated as of November 4, 2016, by and between Buyer and Seller.

RECITALS

WHEREAS, pursuant to Section 12.3 of the Purchase Agreement, the Purchase Agreement may not be amended, modified, superseded, cancelled, renewed or extended except by a written instrument signed by all the parties thereto; and

WHEREAS, the Parties desire to amend certain provisions of the Purchase Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties, intended to be legally bound, agree as follows:

1. Amendment and Restatement of Certain Defined Terms included in Article I of the Purchase Agreement. Pursuant to Section 12.3 of the Purchase Agreement, the defined terms "*Closing Effective Time*" and "*Effective Time*" included in Article I of the Purchase Agreement shall be amended and restated in their entirety to read as follows:

“*Closing Effective Time*” means 12:01:00 a.m. Eastern Time on February 1, 2017.”

“*Effective Time*” means 12:00:01 a.m. Eastern Time on February 1, 2017.”

2. Amendment of Section 2.3(a) of the Purchase Agreement. Pursuant to Section 12.3 of the Purchase Agreement, Section 2.3(a) of the Purchase Agreement shall be amended and restated in its entirety to read as follows:

“(a) The closing of the transactions contemplated herein (the "*Closing*") will take place remotely by the exchange of documents and signatures in ".pdf" format at 10:00 a.m. (Eastern time) on such date prior to February 1, 2017, as is mutually agreed upon between the Parties following satisfaction or waiver of each of the conditions set forth in Article VIII and Article IX hereof (the "*Closing Date*"). The delivery of the original documents which, on the Closing Date, are delivered in ".pdf" format shall be made promptly after the Closing Date. The Parties agree that the Closing of the purchase and sale of the Shares shall be effective as of the Closing Effective Time.”

3. Amendment of Section 10.1 of the Purchase Agreement. Pursuant to Section 12.3 of the Purchase Agreement, the first sentence of Section 10.1 of the Purchase Agreement shall be amended and restated in its entirety to read as follows:

“This Agreement shall terminate automatically, without any action on the part of Buyer or Seller, if the Closing has not occurred at or prior to 11:59:00 p.m. Eastern Time on January 31, 2017.”

4. Purchase Agreement. By execution of this Amendment, the Parties hereby agree that the provisions set forth in the Purchase Agreement are hereby amended as set forth herein. The Purchase Agreement, as amended by this Amendment, and the Related Agreements (including the Schedules and Exhibits to the Purchase Agreement and the Related Agreements) constitute the entire agreement of the parties hereto and supersede all prior agreements and undertakings, written or oral, between Buyer and Seller with respect to the subject matter of the Purchase Agreement and the Related Agreements. Except to the extent amended hereby, all of the terms, provisions and conditions of the Purchase Agreement are ratified and confirmed and shall remain in full force and effect as of the date specified therein.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6. Venue; Waiver of Jury Trial.

(a) Each Party hereby consents and agrees that the United States District Court or any other court having situs within the Western District of Wisconsin shall have exclusive jurisdiction to hear and determine any claims or disputes among the Parties pertaining to, arising out of, or relating to this Amendment or the Purchase Agreement as amended hereby or the transactions contemplated by the Purchase Agreement as amended hereby (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such court). Each Party waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens.

(b) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE PURCHASE AGREEMENT AS AMENDED HEREBY OR THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT AS AMENDED HEREBY.

7. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Amendment is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify

this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Amendment be consummated as originally contemplated to the greatest extent possible.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by electronic delivery in .pdf format shall be as effective as delivery of a manually executed counterpart of this Amendment.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Stock Purchase Agreement as of the date first written above.

PREMIER SERVICING, LLC

By: Lane B. Kent
Name: Lane Kent
Title: President

GENERAL CASUALTY COMPANY OF WISCONSIN

By: Jennifer J. Verison
Name: JENNIFER J. VERISON
Title: SVP