

**AMENDMENT NO. 2
TO
STOCK PURCHASE AGREEMENT**

This AMENDMENT NO. 2 TO STOCK PURCHASE AGREEMENT (this "Amendment") is made as of January 27, 2017, 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 dated as of November 4, 2016, as amended by Amendment No. 1 thereto dated as of December 12, 2016 (as so amended, the "Purchase Agreement"), 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WHEREAS, pursuant to Section 12.3 of the Purchase Agreement, the Purchase Agreement may not be amended, modified, superseded, cancelled, renewed or extended except by a written instrument signed by all the parties thereto; and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 the first calendar day of the month in which the Closing Date occurs."

" "*Effective Time*" means 12:00:01 a.m. Eastern Time on the first calendar day of the month in which the Closing Date occurs."

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 at 10:00:00 a.m. Eastern Time on the first Business Day of the month following the end of the month in which all of the conditions set forth in Article VIII and Article IX hereof been satisfied or waived, unless another date or time is mutually agreed upon by the Parties; provided, however, that if all of such conditions have not been satisfied or waived at least ten days prior to such first Business Day of the next succeeding month, then the Closing shall be

deferred until the first Business Day of the second succeeding month. The Closing will take place remotely by the exchange of documents and signatures in “.pdf” format. 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 actual date and time of Closing are referred to herein as the “*Closing Date*,” and that the purchase and sale of the Shares shall be effective as of the Closing Effective Time.”

3. **Amendment of Section 4.8(d) of the Purchase Agreement.** Pursuant to Section 12.3 of the Purchase Agreement, Section 4.8(d) of the Purchase Agreement shall be amended and restated in its entirety to read as follows:

“(d) All Contracts listed on Schedule 4.8(a) will be unwound, amended or terminated to remove SGIC as a party as of or prior to the Closing Date in accordance with Section 6.11. Each Intercompany Contract listed on Schedule 4.8(c) will be unwound, amended or terminated to remove SGIC as a party as of or prior to the Closing Date, provided, however, that if all required regulatory approvals to the unwinding, amendment or termination of each such Intercompany Contract have not been received as of the Closing Date, then each such Intercompany Contract shall be unwound, amended or terminated to remove SGIC as a party as promptly as practicable after the Closing Date following the receipt of all required regulatory approvals.”

4. **Amendment of Section 6.11(a) of the Purchase Agreement.** Pursuant to Section 12.3 of the Purchase Agreement, Section 6.11(a) of the Purchase Agreement shall be amended and restated in its entirety to read as follows:

“(a) Except as otherwise provided in Article VII, on or prior to the Closing Date: (i) Seller shall cause all intercompany balances, including loans and advances and commitments with respect thereto, in respect of SGIC on the one hand, and Seller or any of Seller’s Affiliates on the other hand, to be satisfied; (ii) Seller shall cause all Contracts listed on Schedule 4.8(a) to be unwound, amended or terminated to remove SGIC as a party to such Contracts; and (iii) Seller shall cause all of the Reinsurance Agreements to be terminated with respect to insurance policies issued after the Closing Date by SGIC that would otherwise be subject to the Reinsurance Agreements. Seller shall cause all Intercompany Contracts listed on Schedule 4.8(c) to be unwound, amended or terminated to remove SGIC as a party as of or prior to the Closing Date, provided, however, that if all required regulatory approvals to the unwinding, amendment or termination of each such Intercompany Contract have not been received as of the Closing Date, then each such Intercompany Contract shall be unwound, amended or terminated to remove SGIC as a party as promptly as practicable after the Closing Date following the receipt of all required regulatory approvals. Seller shall fully indemnify Buyer and SGIC for any Liabilities or Losses arising after the Closing as a result of the failure to unwind, amend or terminate each of the Intercompany Agreements set forth on Schedule 4.8(c) to remove SGIC as a party

as of or prior to the Closing Effective Time. For the avoidance of doubt, the indemnification obligation pursuant to the preceding sentence shall not apply to the extent that an indemnification payment made pursuant thereto would result in the duplication or double-counting of any indemnification or reinsurance payment made or payable with respect to such Liabilities under Article XI of this Agreement or under any of the Related Agreements.”

5. Amendment and Restatement of Section 8.3 of the Purchase Agreement. Pursuant to Section 12.3 of the Purchase Agreement, the Section 8.3 of the Purchase Agreement shall be amended and restated in its entirety to read as follows:

“All filings required to be made prior to the Closing Date with, and all consents and approvals required to be obtained prior to the Closing Date from, Governmental Authorities, in connection with the execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby, shall have been made or obtained, including the approval by the Wisconsin Office of the Commissioner of Insurance of the Form A and the Asset Transfer contemplated by Section 3.2, and such consents and approvals shall be subject to no conditions applicable to SGIC or Buyer other than conditions customarily imposed by insurance regulatory authorities in connection with similar acquisitions. For the avoidance of doubt, this Section 8.3 shall not be deemed to require the receipt prior to the Closing of all required regulatory approvals to the unwinding, amendment or termination of each of the Intercompany Contracts listed on Schedule 4.8(c) to remove SGIC as a party.”

6. 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 5:00:00 p.m. Eastern Time on April 3, 2017.”

7. 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.

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

9. 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.

10. 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.

11. 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.

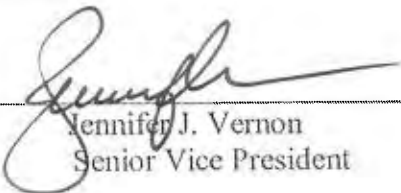
[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Purchase Agreement as of the date first written above.

PREMIER SERVICING, LLC

By: 
Name: Lane B. Kent
Title: President

GENERAL CASUALTY COMPANY OF WISCONSIN

By: 
Name: Jennifer J. Vernon
Title: Senior Vice President