

**FIRST AMENDMENT
TO THE
STOCK PURCHASE AGREEMENT**

This First Amendment to the Stock Purchase Agreement dated May 14, 2018 (the “**Amendment**”) is entered into as of June 27, 2018.

WHEREAS, WEA Insurance Corporation and Mayo Holding Company entered into the Stock Purchase Agreement on May 14, 2018 (the “**Agreement**”); and

WHEREAS, the Parties wish to clarify certain representations and warranties made in the Agreement; and

WHEREAS, capitalized terms used in this Amendment but not defined herein have the meaning set forth in the Agreement.

NOW, THEREFORE, the Parties agree to the following:

1. Section 3.3 of the Agreement is amended and restated in its entirety as follows:

“3.3 Capitalization. The authorized equity of the Company consists of seven thousand (7,000) shares of common stock, no par value, of which five thousand (5,000) shares are issued and outstanding and constitute the Shares. All of the Shares are duly authorized, validly issued and fully paid and nonassessable. The Shares have not been issued in violation of, and none of the Shares are subject to, any preemptive or subscription right, right of first refusal or any other right of any Person. Other than the Shares, there are no shares of capital stock or other securities of the Company authorized or outstanding. There are no outstanding warrants, options, Contracts, convertible or exchangeable securities or other commitments (other than this Agreement) pursuant to which Seller or the Company or any Affiliate of either of them is obligated to issue, sell, purchase, return or redeem any shares of capital stock or other securities of the Company, and there are no equity securities of the Company reserved for issuance for any purpose.”

2. Except as set forth in Paragraph 1 of this Amendment, the Agreement remains in full force and effect.

3. This Amendment may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Amendment. The Parties further agree that facsimile signatures, electronic signatures, or signatures scanned into .pdf (or similar) format and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above by their respective duly authorized officers.

WEA INSURANCE CORPORATION

By: Michael I. Quist

Michael I. Quist

President & CEO

WEA INSURANCE CORPORATION

By: Vaughn Vance

Vaughn Vance

VP & General Counsel

MAYO HOLDING COMPANY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above by their respective duly authorized officers.

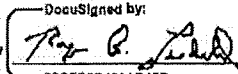
WEA INSURANCE CORPORATION

By: _____

Name: _____

Title: _____

MAYO HOLDING COMPANY

By:  _____
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Name: Roger A. Lindahl

Title: President