

MERGER OF
ALL-STAR/NEWARK MUTUAL INSURANCE COMPANY
WITH AND INTO
FRANKLIN FARMERS MUTUAL INSURANCE COMPANY
AGREEMENT AND PLAN OF MERGER

Filed with the Wisconsin Office of the Commissioner of Insurance

September 15, 2023

AGREEMENT AND PLAN OF MERGER
BETWEEN
FRANKLIN FARMERS MUTUAL INSURANCE COMPANY
AND
ALL-STAR/NEWARK MUTUAL INSURANCE COMPANY

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made and entered into as of the 13th day of August, 2023 (the “Signing Date”), by and between **FRANKLIN FARMERS MUTUAL INSURANCE COMPANY**, a Wisconsin town mutual insurance corporation with its place of business at 146 W. Jefferson Street, Spring Green, Wisconsin 53588 (“FFMIC”), and **ALL-STAR/NEWARK MUTUAL INSURANCE COMPANY**, a Wisconsin town mutual insurance corporation with its place of business at 1101 1st Center Avenue, Brodhead, Wisconsin 53520 (“ASNMIC”, together with FFMIC are collectively referred to herein as the “Constituent Corporations” and each a “Constituent Corporation”).

RECITALS

A. The Constituent Corporations are each a town mutual insurance corporation organized and existing under Chapter 612 of the Wisconsin Statutes (the “Wisconsin Insurance Law”) and are duly authorized and licensed to transact the business of insurance within the State of Wisconsin.

B. FFMIC is authorized to operate its insurance business in all of the towns, villages and cities within the sixteen (16) Wisconsin counties of Adams, Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Juneau, La Crosse, Lafayette, Monroe, Richland, Sauk, Vernon and ASNMIC is authorized to operate its insurance business in all of the towns, villages and cities within the sixteen (16) Wisconsin counties Dane, Iowa, Columbia, Richland, Vernon, Crawford, Grant, Sauk, Adams, Green, Juneau, Lafayette, Rock, Jefferson, Walworth and Dodge.

C. The Constituent Corporations each currently maintain statutorily and administratively required reinsurance coverage pursuant to Wis. Stat. § 612.33 and Wis. Admin. Code § INS 13.09 from Grinnell Mutual Reinsurance Company (“Grinnell”) through December 31, 2023.

D. On or around July 6, 2023, the OCI issued administrative orders (the “OCI Orders”) to all Chapter 612 town mutual insurance corporations, including the Constituent Corporations, in response to the rehabilitation of the primary reinsurer of town mutuals and the Commissioner’s concerns about the availability of reinsurance policies satisfying the requirements of Wisconsin law for town mutuals. The OCI Orders directed the Constituent Corporations to examine all options to maintain their certificate of authority and compliance with Wisconsin law, including obtaining reinsurance from another qualified reinsurer or other structural changes to maintain their compliance with Wisconsin law (e.g., merging with another company that has sufficient reinsurance coverage).

E. On July 11, 2023, Grinnell informed ASNMIC that it will not be offering ASNMIC a reinsurance policy for the calendar year 2024. Grinnell has confirmed to FFMIC that it will be offered a reinsurance policy for 2024 and supports the Merger (as defined below), allowing FFMIC to maintain its compliance with Wisconsin law and satisfy the OCI Order.

F. Each of the Constituent Corporations is fully informed as to the financial operations and conditions of the other as reflected in each Constituent Corporation's most recent financial statements and have chosen to merge, pursuant to the terms of this Agreement, and confirmed that the Surviving Corporation (as defined below) will have reinsurance coverage for 2024 that will satisfy the requirements of the OCI.

G. The Boards of Directors of the Constituent Corporations, at duly convened meetings, have each (i) adopted a resolution approving the Merger (as defined below) and this Agreement, copies of which were submitted to each Board of Directors for consideration and (ii) determined that it is advisable and in the best interests of their respective Constituent Corporation and the members of each Constituent Corporation to merge pursuant to the terms and conditions set forth in this Agreement, the provisions of Wis. Stat. § 612.21, and in a manner approved by the Commissioner (as defined below).

H. The Constituent Corporations desire to proceed with the Merger and to jointly submit this Agreement to the Commissioner for the Commissioner's approval and, unless otherwise directed by the Commissioner, to submit the issue to their respective members for their approval.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements and covenants set forth herein, the Constituent Corporations agree to the following terms, conditions and agreements for the Merger and the procedure for carrying the same into force and effect as follows:

1. **Merger.** In accordance with the provisions of this Agreement and the Wisconsin Insurance Law, at the Effective Time (as defined below), ASNMIC shall merge with and into FFMIC (the "Merger") and the separate existence of ASNMIC shall thereupon cease and FFMIC shall continue as the surviving company (at times herein referred to as the "Surviving Corporation").

2. **Closing; Effective Time; Closing Deliverables.**

(a) **Closing Date.** The closing of the Merger (the "Closing") shall take place as soon as possible after all required approvals have been received, which the parties intend to be no later than December 31, 2023, or as soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth herein or at such other time and place as the Constituent Corporations shall mutually agree. The date upon which the Closing occurs is referred to herein as the "Closing Date".

(b) **Effective Time.** The effective time and date of the Merger shall be 12:01 AM on January 1, 2024 (the "Effective Time").

(c) Closing Deliverables. At or prior to the Closing, each Constituent Corporation shall deliver to the other Constituent Corporations each of the following, duly executed by or on behalf of such Constituent Corporation, as appropriate:

- (i) A certificate dated as of the Closing Date signed by an appropriate officer of such Constituent Corporation certifying as of the Closing Date (A) that none of the covenants in Section 7 have been violated, (B) the incumbency of the officers of such Constituent Corporation immediately prior to the Closing Date; (C) the due adoption and text of the resolutions of the Board of Directors of such Constituent Corporation approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby; and (D) the due adoption and text of the consent of the members of such Constituent Corporation approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby;
- (ii) Proof of filing with the Commissioner the consent of the members of such Constituent Corporation approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby;
- (iii) Such other instruments, certificates, affidavits, consents, or other documents reasonably requested by the other Constituent Corporation or which are reasonably necessary to carry out the Merger contemplated by this Agreement and to comply with the terms hereof;

3. **Effect of Merger.**

(a) Name. The Surviving Corporation shall undergo a name change and adopt the name “Riverside Mutual Insurance Company” upon the effectuation of the Merger.

(b) Principal Office. The Surviving Corporation shall have its principal place of business at 146 W. Jefferson Street, Spring Green, Wisconsin.

(c) Authorized Counties. As of the Effective Time, the Surviving Corporation shall continue to transact such business as is now authorized by the Commissioner in the Counties of Adams, Columbia, Crawford, Dane, Grant, Green, Iowa, Jefferson, Juneau, Lafayette, Monroe, Richland, Rock, Sauk, Walworth, and Vernon counties, or as may hereafter be authorized for the Surviving Corporation (the “Authorized Territory”).

(d) Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the articles of incorporation of FFMIC, as amended and restated and attached hereto as Exhibit A (the “Surviving Articles”).

(e) Bylaws. The bylaws of the Surviving Corporation shall be the bylaws of FFMIC, as amended and restated and attached hereto as Exhibit B (the “Surviving Bylaws”).

(f) Directors. The directors of the Surviving Corporation as of the Effective Time are listed in Exhibit D attached hereto and made a part of this Agreement. As of the Effective Time, the number of directors shall be seven (7) divided into three (3) classes with four (4) directors being from FFMIC and three (3) directors from ASNMIC. If at the Effective Time a vacancy shall exist on the Board of Directors of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the Surviving Articles or Surviving Bylaws, as applicable.

(g) Officers. The officers of the Surviving Corporation as of the Effective Time shall be those persons named in Exhibit D attached hereto and made a part of this Agreement, who shall serve until the next annual meeting of the Board of Directors of the Surviving Corporation or until their successors shall have been elected and shall qualify for office. If at the Effective Time, a vacancy shall exist in any of the offices of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the Surviving Articles or Surviving Bylaws, as applicable.

(h) Title to Property. At the Effective Time, title to all property owned by the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment. All of the assets, rights, privileges, immunities, and franchises, whether of public or private nature, interests, properties, and business of ASNMIC, of every character and description, including all real property, all policies of insurance, all debts due on whatever account, premiums and assessments payable from members, all rights to bring any suit or action and all and every other interest of, or belonging to or due to ASNMIC, shall accrue to, be merged into and become the absolute property of the Surviving Corporation.

(i) Instruments of Transfer. The officers of ASNMIC shall, as of the Closing Date, execute and deliver any deeds, titles, bills of sale or other instruments in writing as may otherwise be necessary to transfer, assign and convey to the Surviving Corporation all of ASNMIC’s assets, rights, interests and properties, including contracts of insurance, reinsurance agreements and agency contracts.

(j) Members and Policyholders. At the Effective Time, the members of ASNMIC shall automatically become members and policyholders of the Surviving Corporation. All premiums and assessments paid by the members of ASNMIC shall be deemed to have been paid to the Surviving Corporation for the purpose of determining the value of each member’s equitable share of the value of the Surviving Corporation.

(k) Assumed Liabilities. At the Effective Time, the Surviving Corporation shall assume all liabilities and obligations of ASNMIC, including all policies of insurance. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations hereto, and any claim existing or action pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place or, if the claim or action is

against either of ASNMIC or the Surviving Corporation may be substituted in ASNMIC's place. Neither the rights of creditors nor liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, but such liens shall be limited to the property upon which there were liens immediately prior to the Effective Time.

4. **Additional Matters.**

(a) **Agents.** The Surviving Corporation will offer its current agency agreement to each agent who has an appointment with ASNMIC as of the date of this Agreement and who does not already have an agency agreement in force with FFMIC.

(b) **Employee Matters.**

(i) At the Effective Time, the Surviving Corporation shall offer employment to all employees of ASNMIC with substantially similar roles and salaries to their roles and salaries at ASNMIC immediately prior to the Merger, subject to (A) satisfactory job performance to FFMIC (B) participation in training relating FFMIC's business processes and servicing FFMIC's other line(s) of business and state(s).

(ii) All employees of the Surviving Corporation, including those hired from ASNMIC, will be considered employees hired "at will," subject to the Surviving Corporation's standard job performance evaluation and discipline practices, and nothing in this Agreement is intended to be, nor shall be interpreted as, an employment contract for any employee.

(c) **Non-Surviving Entities' Office Location.** ASNMIC's current location in Brodhead will remain open as a satellite office for employees to serve policyholders until such time as the board of the Surviving Corporation determines it is no longer necessary to maintain a satellite location and it is fiscally responsible to close that location.

(d) **Interim Period Policy Procedures.** During the Interim Period ASNMIC shall continue to do all of the following in the ordinary course of business in a manner consistent with their past practices: (i) adjust claims, (ii) pay claims, (iii) issue disbursements, (iv) underwrite new policies, and (v) renew existing policies, including sending renewal notices for policies scheduled to renew within sixty (60) days of the Effective Time; provided, that ASNMIC shall provide FFMIC with a weekly report of all such activities; and, provided further, that FFMIC may direct that ASNMIC no longer engage in such activity without the prior written consent of FFMIC (such consent not to be unreasonably withheld, conditioned or delayed).

(e) **Rates, Forms and Underwriting.**

(i) In accordance with Section 5 of this Agreement, FFMIC will, as soon as practicable following the Effective Time, send all holders of policies written by ASNMIC that are in force at the Effective Time

a Certificate of Assumption on a form approved by the Commissioner.

- (ii) The Surviving Corporation will generally adopt the policy forms, rates, deductibles, and underwriting guidelines of FFMIC.
- (iii) All of ASNMIC's policies will be rewritten using Surviving Corporation's forms, rates and underwriting rules on the first renewal or anniversary date of each such policy following the Effective Time, or as soon as permitted under applicable law.

5. **Certificate of Assumption.** As soon after the Effective Time as is practicable, the Surviving Corporation shall send to each of ASNMIC's members notice of the Merger and the Surviving Corporation's assumption of ASNMIC's policies in the form of a Certificate of Assumption and Endorsement which shall be substantially the same as Exhibit C attached to and made a part of this Agreement.

6. **Assessments Prior to Effective Time.** Assessments, if any are necessary, levied for losses and expenses incurred prior to the Effective Time on policies issued by the Constituent Corporations shall be levied only against the members of the respective Constituent Corporation.

7. **Prohibited Transactions.**

(a) Between the Signing Date and the Effective Time (the "Interim Period"), the Constituent Corporations agree that except as otherwise expressly contemplated by any other provision of this Agreement or the prior written consent of the other Constituent Corporation (such consent not to be unreasonably withheld, conditioned or delayed), each Constituent Corporation shall (i) use commercially reasonable efforts to conduct its operations only in the ordinary course of business consistent with past practice, (ii) maintain its properties and other assets in good working condition (normal wear and tear excepted), (iii) use commercially reasonable efforts to maintain its business, employees, customers, assets, and operations as an ongoing concern in accordance with past practice, and (iv) not take any action (or omit to take any action) that would have a material adverse effect on such Constituent Corporation. By way of example and not in limitation of the foregoing, neither of the Constituent Corporations will during the Interim Period:

- (i) Fail to (A) keep in full force and effect all insurance policies covering the Constituent Corporation and (B) notify its insurance carrier of any claims made or asserted, or threatened to be made or asserted if such notice is required to ensure coverage by such insurance carrier;
- (ii) Amend its respective articles of incorporation or bylaws, except as provided in this Agreement;
- (iii) Form any subsidiary or acquire any equity interest or other interest in any other entity, excluding any additional mergers, affiliations, or

transactions that FFMIC may pursue, consider, negotiate or consummate;

- (iv) Materially change any of its methods of accounting or accounting practices in any respect;
- (v) Amend or terminate any material contract;
- (vi) Fail to keep in full force and effect, and without restriction, all permits, including all state certificates of authority necessary to conduct its business in the ordinary course;
- (vii) Incur any obligation or liability (absolute or contingent), except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business, excluding any obligations or liabilities incurred by FFMIC in connection with any mergers, affiliations, or transactions that FFMIC may consummate;
- (viii) Discharge or satisfy any lien or encumbrance or pay any obligation or liability other than current liabilities in the ordinary course of business;
- (ix) Make any dividend or other payment or distribution to its members, except for dividends required under policies of insurance in the ordinary course of business;
- (x) Mortgage, pledge, create a security interest in, or subject to a lien or other encumbrance, any of its assets, tangible or intangible;
- (xi) Sell or transfer any of its tangible assets or cancel any debts or claims except in the ordinary course of business;
- (xii) Sell, assign, or transfer any trademark, trade name, patent or other intangible assets;
- (xiii) Waive any right of any substantial value; or
- (xiv) Enter into any transaction other than in the ordinary course of business, excluding any additional mergers, affiliations, or transactions that FFMIC may pursue, consider, negotiate or consummate.

(b) Sell of Stock or Investments. ASNMIC agrees that except as otherwise expressly contemplated by any other provision of this Agreement or the prior written consent of FFMIC (such consent not to be unreasonably withheld, conditioned or delayed), ASNMIC shall not sell any of its stock or investments during the Interim Period.

(c) Exclusive Negotiations. From the Signing Date until the earlier of the Effective Time or the termination of this Agreement, ASNMIC will not and will not permit any of its officers, directors, brokers, or agents to directly or indirectly initiate, solicit, encourage, or otherwise facilitate any inquiries or the making of any proposal or offer with respect to a merger, reorganization, consolidation, or similar transaction involving any purchase of the assets of or demutualization or conversion of ASNMIC, other than in connection with the Merger, nor provide any confidential information or data to, or have any discussions with, any entity or representative of any entity relating to such an alternative proposal. ASNMIC will notify FFMIC promptly if any alternative proposal is received by it or if any discussions or negotiations are sought in connection with an alternative proposal.

8. Access to Information.

(a) From the Signing Date until the earlier of the Effective Time or the termination of this Agreement, subject to any applicable contractual restrictions and applicable legal privileges, and to the extent applicable law would not thereby be violated, ASNMIC will:

- (i) Give FFMIC and its authorized representatives full access to the respective offices, properties, books, and records of ASNMIC upon reasonable prior notice and during normal business hours (including the copying of such materials as may reasonably be requested); and
- (ii) Furnish FFMIC and its counsel, financial advisors, auditors, and other authorized representatives such financial and operating data and other information relating to the business of ASNMIC as FFMIC may reasonably request.

(b) No investigation made by FFMIC or its respective representatives shall affect the representation and warranties of ASNMIC hereunder or the liability of ASNMIC with respect thereto.

9. Mutual Representations and Warranties. Each of the Constituent Corporations hereby represents and warrants to the other Constituent Corporation as to the matters in this Section 8, unless a representation and warranty specify that it is only being made specifically by one of the Constituent Corporations. All of the representations and warranties set forth in this Section 8 shall be made as of the Signing Date and as of the Effective Time (except in the case of representations and warranties that are made as of a specified date, in which case such representations and warranties will be true and correct as of such specified date).

(a) That it is a town mutual insurance corporation duly authorized and validly existing under the laws of the State of Wisconsin and has the corporate power to own or lease its properties and to carry on its business as now being conducted;

(b) The copies of its articles of incorporation and bylaws made available to the other Constituent Corporation are true, correct and complete copies of such documents in

effect immediately prior to the Effective Time and it is not in violation of any of the provisions of its articles of incorporation or bylaws;

(c) That it is not, and immediately prior to the Effective Time will not be, in default under its articles of incorporation or bylaws, or in default under any indenture or under any material agreement or other material instrument to which it is a party or by which it or any of its properties is bound or to which it is subject;

(d) That the balance sheet and statements of income and surplus delivered to the other Constituent Corporation fairly present, in accordance with Wisconsin Statutes governing town mutual accounting, the financial condition and results of the operations of such Constituent Corporation as of the dates and for the periods indicated;

(e) That there has been no Material Adverse Change (as defined below) in its financial condition from the date the balance sheet and statements of income and surplus were delivered to the other Constituent Corporation until the Effective Time;

(f) That there is no action, suit, or proceeding pending against it involving the possibility of any judgment, order, injunction, or decree which might result in any Material Adverse Change in its business, operations, properties or assets or the condition, financial or otherwise, or which would impair its ability to enter into this Agreement and consummate the Merger, except the OCI Orders;

(g) That its Board of Directors has adopted resolutions (i) approving this Agreement and the documents and transactions contemplated hereby, (ii) authorizing the execution and delivery of this Agreement and (iii) and has directed by resolution that this Agreement be submitted to a vote of its members taken separately at a duly held meeting called for the purpose of considering and acting upon this Agreement;

(h) That it has the full power and authority to enter into this Agreement and, upon appropriate consent of its members in accordance with applicable law, subject to obtaining all required regulatory approvals, to consummate the transactions contemplated hereby;

(i) That this Agreement has been duly executed by such Constituent Corporation and constitutes the valid and legally binding obligation of such Constituent Corporation, enforceable against such Constituent Corporation in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium or similar laws affecting or relating to creditors' rights generally and subject to general principles of equity;

(j) That, subject to the receipt of all consents and approvals contemplated by this Agreement, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of and compliance with the terms and provisions hereof, will not (i) violate any judicial, administrative or arbitral order, writ, award, judgment, injunction or decree involving such Constituent Corporation, (ii) conflict with the terms, conditions or provisions of the articles of incorporation or bylaws of such Constituent Corporation, (iii) conflict with, result in a breach of, constitute a default under

or accelerate or permit the acceleration of the performance required by, any indenture or any material agreement or other material instrument to which such Constituent Corporation is bound, (iv) result in the creation of any lien, charge or encumbrance upon any of the assets of either company under any such agreement or instrument, or (v) terminate or give any party thereto the right to terminate any such indenture, agreement or instrument;

(k) That no consent of any third party to any indenture of any material agreement or other material instrument to which such Constituent Corporation is a party is required in connection with this Agreement and the transactions contemplated hereby, except with respect to and the consent of Grinnell as such consent relates to FFMIC's reinsurance coverage pursuant to Wis. Stat. § 612.33 and Wis. Admin. Code INS 13.09;

(l) ASNMIC represents and warrants that the office space located at 1101 1st Center Avenue, Brodhead, Wisconsin constitutes all the fee and leasehold interest in real property held for use in connection with, necessary for the conduct of, or otherwise material to, ASNMIC's operations;

(m) ASNMIC has heretofore delivered to FFMIC all contracts for the purchase or lease of tangible property, real or personal, and any other contracts creating executory obligations on ASNMIC's part beyond the Signing Date of this Agreement which may not be canceled on notice of thirty (30) days or less, and that ASNMIC will not incur any new executory obligations, without approval of FFMIC, between the Signing Date and the Effective Time; and

(n) That such Constituent Corporation has heretofore delivered to the other Constituent Corporation all employment contracts, contracts for the purchase or lease of tangible property, real or personal, and any other contracts creating executory obligations on its part beyond the Effective Time which may not be canceled on notice of thirty (30) days or less, and that it will not incur any new executory obligations, without the approval of FFMIC during the Interim Period.

10. **Representations and Warranties; Updated Information.** From the Signing Date until the earlier of the Effective Time or the termination of this Agreement, each Constituent Corporation shall, after having obtained knowledge thereof, promptly disclose in writing to the other Constituent Corporation any matter arising after the Signing Date that, if existing, occurring or known at the Effective Time would render inaccurate any of the representations or warranties of such Constituent Corporation contained in this Agreement (each, a "**Representation and Warranty Notice**"). FFMIC may terminate this Agreement in accordance with **Section 16(a)(ii)(D)** in the event of any such disclosure. Notwithstanding the foregoing, a Constituent Corporation's disclosure pursuant to this **Section 10** shall not automatically be deemed a breach giving rise to the right to terminate pursuant to **Section 16(a)(ii)(C)**.

11. **Continuing Authority of ASNMIC's Officers.** At the Effective Time, the separate existence of ASNMIC shall cease. However, the authority of the present officers of ASNMIC shall continue for the limited purpose of executing and delivering all necessary documents to affect the terms of this Agreement. The officers of ASNMIC shall execute and deliver any deeds, titles, bills of sale or other instruments in writing as may otherwise be necessary

to transfer, assign, and convey to the Surviving Corporation all of ASNMIC's assets, rights, interests, and properties, including without limitation contracts of insurance, reinsurance agreements, and agency contracts.

12. **Regulatory Approvals.**

(a) Subject to the terms and conditions of this Agreement, each Constituent Corporation will use its best efforts to take, or cause to be taken, all actions reasonably necessary or advisable under applicable law to consummate the Merger, including (i) making or causing to be made the filings required by law with respect to the Merger as promptly as is practicable, (ii) complying, as promptly as is reasonably practicable, with any requests received from a governmental body by such Constituent Corporation with respect to the Merger, and (iii) resolving any formal or informal objections of any governmental body with respect to any such filings or the Merger.

(b) The Constituent Corporations covenant and agree that if any required regulatory approval to consummate the Merger is denied or not obtained, the Constituent Corporations will use their best efforts to work together to restructure the Merger to achieve or acquire all required regulatory approvals, it being agreed that in all such instances the benefits sought to be delivered by the Constituent Corporations from the Merger, financial or otherwise, will not change as a result of such restructuring.

(c) Until the earlier of the Effective Time or the termination of this Agreement, each Constituent Corporation shall promptly notify the other Constituent Corporation of any communication it receives from any governmental body relating to the regulatory consents, registrations, approvals, permits and authorizations that are the subject of this Section 12 and shall permit the other Constituent Corporation to review in advance any proposed communication by such Constituent Corporation to any governmental body in connection therewith. No Constituent Corporation shall agree to participate in any meeting with any governmental body in respect of any such matter unless it consults with the other Constituent Corporation in advance and, to the extent permitted by such governmental body, gives the other Constituent Corporation the opportunity to attend and participate at such meeting. The Constituent Corporation will coordinate and cooperate fully with each other in exchanging such information and providing such assistance any other Constituent Corporation may reasonably request in connection with the matters set forth in this Section 12. The Constituent Corporations will provide each other with copies of all correspondence, filings, or communications between them or any of their representatives, on the one hand, and any governmental body or members of its staff, on the other hand, with respect to the foregoing.

13. **Member Approval.** Unless otherwise directed by the Commissioner, upon approval of this Agreement by the Commissioner, this Agreement shall be submitted to a vote at a meeting of the members of each of the Constituent Corporations to be held on a date and at a time and place to be determined by the Constituent Corporations. Notice of such meeting, if such notice is required by law or the Constituent Corporations' respective articles of incorporation or bylaws, stating the place, day and hour of the meeting and the purpose for which it is called, shall be given by each Constituent Corporation to its members in a manner acceptable pursuant to law

and to each Constituent Corporation's articles of incorporation and bylaws. Each Constituent Corporation agrees to use its good faith effort to obtain all necessary approvals.

14. **Notices of Certain Events.** From the Signing Date until the earlier of the Effective Time or the termination of this Agreement, ASNMIC will notify FFMIC of any of the following:

(a) Any notice or other communication received by ASNMIC from any source alleging that the consent of another person or entity is or may be required in connection with the Merger;

(b) Any notice or communication received by ASNMIC from any governmental or regulatory agency or authority relating to the Merger;

(c) Any actions, suits claims, investigations, or proceedings commenced or, to the knowledge of ASNMIC, threatened against, relating to, involving, or otherwise affecting ASNMIC; and

(d) Any breach of a representation or warranty of ASNMIC that could reasonably be expected to constitute a Material Adverse Change on the consummation of the Merger.

15. **Conditions Precedent to Closing.** Each Constituent Corporation's obligation to consummate the Merger and close the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date by the other Constituent Corporation, unless any such condition is specifically waived in writing by the other Constituent Corporation in whole or in part at or prior to the Closing:

(a) Each Constituent Corporation shall have duly executed and delivered all documents, instruments, and certificates required to be executed and delivered by it pursuant to the provisions of this Agreement;

(b) Each Constituent Corporation shall have performed or complied with each and all of the obligations, covenants, agreements, and conditions required to be performed or complied with by it on or prior to the Closing Date, except where the failure to do so has not had or would not reasonably be expected to constitute a material adverse effect on the Constituent Corporations' ability to consummate the Merger;

(c) Each Constituent Corporation shall have received all necessary approvals regarding its execution of this Agreement and the consummation of the transactions contemplated hereunder, including without limitation all approvals required from its Board of Directors and members;

(d) There shall have been no Material Adverse Change in the business, results of operations, prospects, condition (financial or otherwise) or assets of each Constituent Corporation.

(e) Each Constituent Corporation shall have made all filings or recordings with the Commissioner as required under the Wisconsin Insurance Law.

(f) The Constituent Corporations shall have received final Commissioner approval of the Merger, this Agreement, and all other documents and transactions contemplated hereby, and upon the Effective Time, the Commissioner will deliver a certificate of authority to the Surviving Corporation.

16. **Termination of this Agreement.**

(a) This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time:

- (i) By mutual consent of the Boards of Directors of each of the Constituent Corporations;
- (ii) By the Board of Directors of either Constituent Corporation if:
 - (A) the Merger is not approved by the Commissioner and, subject to Section 12(b), the parties cannot reasonably restructure the Merger to achieve or acquire all required regulatory approvals where the benefits sought to be delivered by the Constituent Corporations from the Merger, financial or otherwise, will not change as a result of such restructuring.
 - (B) the Merger, unless otherwise directed by the Commissioner, is not approved by the requisite number of members of either Constituent Corporation before November 30, 2023, or such later date as the Boards of Directors of the Constituent Corporations shall mutually agree;
 - (C) the other Constituent Corporation (1) shall have engaged in any of the prohibited actions described under Section 7 of this Agreement, (2) shall have materially violated any of the representations or warranties contained herein, or (3) has experienced an event or a new development which materially and adversely affects the business, operations, or properties of such other Constituent Corporation; or
 - (D) Such Constituent Corporation receives a Representation and Warranty Notice.

(b) In the event of the termination of this Agreement under Section 16(a)(ii), written notice thereof shall be given by the terminating Constituent Corporation to the other Constituent Corporation specifying the provision hereof under which such termination is made. In the event of the termination of this Agreement pursuant to Section 16(a)(i), this Agreement shall be terminated and become void and have no effect, without any liability or obligation on the part of either Constituent Corporation; provided, however, that nothing herein shall relieve either party hereto of any liability for material breach of this Agreement or fraud, as the case may be, prior to termination of this Agreement.

17. **General Provisions.**

(a) **Expenses of Merger.** The estimated expenses of implementing the Merger are approximately Fifteen Thousand Dollars (\$15,000.00) which shall be borne by the Surviving Corporation. In the event, the Merger is not successfully completed, any cost of the Merger shall be borne equally between the Constituent Corporations.

(b) **Authority to Effect Merger.** The officers and directors of each Constituent Corporation are hereby authorized to take such other action as may be necessary and required to comply with the requirements of the Wisconsin Insurance Law, or as may be required by the Commissioner to effect the Merger.

(c) **Entire Agreement.** This Agreement, including any exhibits referred to herein and attached hereto, shall constitute the entire agreement between the Constituent Corporations and supersedes all previous agreements and understandings, oral or written, with respect thereto.

(d) **Binding Effect.** This Agreement applies to, is binding upon, is enforceable against, and inures to the benefit of each Constituent Corporation and their respective successors and permitted assigns.

(e) **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(f) **Modifications, Amendments and Waivers.** At any time prior to the Closing Date, the parties hereto may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto, (iii) waive compliance with any of the covenants or agreements contained in this Agreement, or (iv) make any other modification of this Agreement approved by the respective Boards of Directors of the parties hereto. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

(g) **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred, in whole or in part, by either Constituent Corporation without the prior written consent of the other Constituent Corporation.

(h) **Headings; Gender and Number.** The section and other headings contained in this Agreement and in the exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify, or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto. All references to the neuter gender shall include the feminine or

masculine gender and vice versa, where applicable, and all references to the singular shall include the plural and vice versa, where applicable.

(i) Interpretation. Each Constituent Corporation has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Constituent Corporation and no presumptions or burdens of proof shall arise favoring either Constituent Corporation by virtue of the authorship of any of the provisions of this Agreement.

(j) No Third Party Benefit. This Agreement is intended for the exclusive benefit of the Constituent Corporations and their respective heirs, successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

(k) Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices to a party shall be sent to the party's address set forth below or at such other address(es) as such party may designate in writing to the other party hereto.

If to FFMIC:

Peggy Sue Langer
Franklin Farmers Mutual Insurance Company
146 W. Jefferson Street
Spring Green, WI 53588
peggysuelanger@franklinfarmersmutual.com

If to ASNMIC:

Gary Hefty
All-Star/Newark Mutual Insurance Company
1101 1st Center Ave
Brodhead, WI 53520
Email: garyh@tmsj.com

(l) Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin.

(m) Counterparts; Electronic Delivery. This Agreement may be executed and delivered by facsimile, portable document form (.pdf) or other electronic signature pages, which shall be deemed originals, and in any number of counterparts, which shall have the same effect as if the signatures on the counterparts were a single copy of this Agreement.

(n) Role of G&K. This Agreement has been drafted by Godfrey & Kahn, S.C. ("G&K") as counsel for FFMIC. The parties hereto acknowledge and agree that: (i) G&K

has not represented any other party other than FFMIC in any way in connection with this Agreement; and (ii) the parties have been advised to seek the advice of independent legal counsel and have had the opportunity to do so.

18. Definitions.

(a) “Material Adverse Change” means any event, circumstance, or condition that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (i) the business, results of operations, condition, or assets of FFMIC and its subsidiaries or ASNMIC and its subsidiaries, as applicable (in each case, taken as a whole) or (ii) the ability of FFMIC or ASNMIC, as applicable, to timely perform its obligations under this Agreement or timely consummate the transactions contemplated by this Agreement.

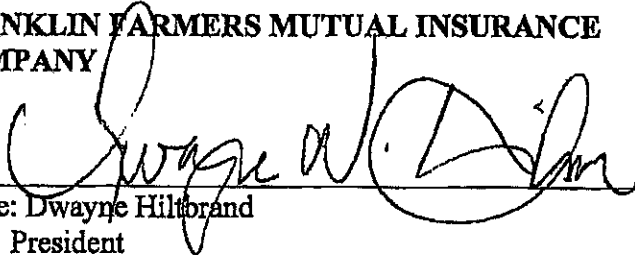
(b) “Commissioner” or “OCI” means the State of Wisconsin Office of the Commissioner of Insurance.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date and year first above written.

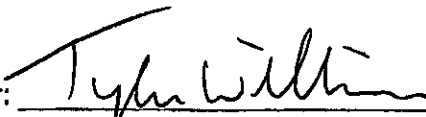
FRANKLIN FARMERS MUTUAL INSURANCE COMPANY

Date: 9/12/2023

By: 
Name: Dwayne Hiltbrand
Title: President

Attest:

Date: 9/13/2023

By: 
Name: Tyler Wilkinson
Title: Secretary/Treasurer

ALL-STAR/NEWARK MUTUAL INSURANCE COMPANY

Date: _____

By: _____
Name: Gary Hefty
Title: President

Attest:

Date: _____

By: _____
Name: Dillon Louis
Title: Vice President

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date and year first above written.

FRANKLIN FARMERS MUTUAL INSURANCE COMPANY

Date: _____

By: _____
Name: Dwayne Hiltbrand
Title: President

Attest:

Date: _____

By: _____
Name: Tyler Wilkinson
Title: Secretary/Treasurer

ALL-STAR/NEWARK MUTUAL INSURANCE COMPANY

Date: 9-01-23

By: *Gary Hefly*
Name: Gary Hefly
Title: President

Attest:

Date: 09/01/2023

By: *Dillon Louis*
Name: Dillon Louis
Title: Vice President

Exhibit A

**ARTICLES OF INCORPORATION
OF
SURVIVING CORPORATION**

See attached.

Exhibit B

**BYLAWS
OF
SURVIVING CORPORATION**

See attached.

Exhibit C

CERTIFICATE OF ASSUMPTION

See attached.

Exhibit D

**PROPOSED DIRECTORS AND OFFICERS
OF
SURVIVING CORPORATION**

See attached.