AGREEMENT AND PLAN OF MERGER

BETWEEN

MUTUAL OF WAUSAU INSURANCE CORPORATION
AND

HOMESTEAD MUTUAL INSURANCE COMPANY

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 18th day of August, 2025 (the "Signing Date"), by and between **MUTUAL OF WAUSAU INSURANCE CORPORATION**, a Wisconsin mutual insurance corporation with its place of business at 3910 W Stewart Avenue, Wausau, WI 54402 ("Wausau"), and **HOMESTEAD MUTUAL INSURANCE COMPANY**, a Wisconsin mutual insurance corporation with its place of business at 48 Jewelers Park Drive, Ste 200, Neenah, WI 54956 ("Homestead", together with Wausau is collectively referred to herein as the "Constituent Corporations" and each a "Constituent Corporation").

RECITALS

A. Wausau and Homestead are each mutual insurance corporations organized and existing under Chapter 611 of the Wisconsin Statutes (the "Wisconsin Insurance Law") and duly authorized and licensed to transact the business of insurance within the State of Wisconsin under the Wisconsin Insurance Law.

B. The Constituent Corporations previously entered into an affiliation agreement, a reinsurance pooling agreement, a reinsurance allocation agreement, and a management agreement, each as amended and restated from time to time (the "Affiliation Documents").

C. 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.

D. The Board of Directors of each Constituent Corporation, at duly a convened meeting, has (i) adopted a resolution approving the Merger (as defined below) and this Agreement, copies of which were submitted to such Board of Directors for consideration in substantially the form of this Agreement and (ii) determined that it is advisable and in the best interests of the applicable Constituent Corporation and such Constituent Corporation's members to merge pursuant to the terms and conditions set forth in this Agreement, the provisions set forth in Wis. Stat. § 611.73, and in a manner approved by the Commissioner.

E. The Constituent Corporations desire to proceed with the Merger and to jointly submit this Agreement to the Commissioner for the Commissioner's 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), Homestead shall merge with and into Wausau (the "Merger") and the separate existence of Homestead shall thereupon cease and Wausau 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, 2025, or as soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth in 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 11:59 PM on December 31, 2025 (the "Effective Time").

(c) Closing Deliverables.

(i) At or prior to the Closing, Homestead shall deliver to Wausau each of the following, duly executed by or on behalf of Homestead as appropriate:

(A) a certificate dated the Closing Date signed by an appropriate officer of Homestead certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of Homestead immediately prior to the Closing Date; and (3) the due adoption and text of the resolutions of the Board of Directors of Homestead approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby;

(B) such other instruments, certificates, affidavits, consents, or other documents reasonably requested by Wausau or which are reasonably necessary to carry out the Merger contemplated by this Agreement and to comply with the terms hereof.

(ii) At or prior to the Closing, Wausau shall deliver to Homestead each of the following, duly executed by or on behalf of Wausau as appropriate:

(A) a certificate dated the Closing Date signed by an appropriate officer of Homestead certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of Homestead immediately prior to the Closing Date; and (3) the due adoption and text of the resolutions of the Board of Directors of Homestead approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby; and

(B) such other instruments, certificates, affidavits, consents, or other documents reasonably requested by Homestead or which are reasonably necessary to carry out the Merger contemplated by this Agreement and to comply with the terms hereof.

(iii) At or prior to the Closing, the Constituent Corporations shall (A) make all filings or recordings with the Commissioner as required under the Wisconsin Insurance Law and (B) obtain final Commissioner approval of the Merger, this Agreement, and all other documents and transactions contemplated hereby, and the Commissioner shall deliver a certificate of authority to the Surviving Corporation (the "OCI Approval").

3. **Effect of Merger**.

(a) Name. The Surviving Corporation shall not undergo a name change. It shall retain the name "Mutual of Wausau Insurance Corporation" upon the effectuation of the Merger.

(b) Principal Office of the Surviving Corporation. The Surviving Corporation shall have its principal place of business at 3910 W Stewart Avenue, Wausau, WI 54402.

(c) Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the articles of incorporation of Wausau, as amended and restated (if applicable) and attached hereto as Exhibit A (the "Surviving Articles").

(d) Bylaws. The bylaws of the Surviving Corporation shall be the bylaws of Wausau, as amended and restated (if applicable) and attached hereto as Exhibit B (the "Surviving Bylaws").

(e) 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. 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.

(f) Officers. The officers of the Surviving Corporation shall be those persons named in Exhibit E 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.

(g) 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 Homestead, 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 Homestead, shall accrue to, be merged into and become the absolute property of the Surviving Corporation.

(h) Instruments of Transfer. The officers of Homestead shall, as of the Effective Time, 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 Homestead's assets, rights, interests and properties, including contracts of insurance, reinsurance agreements and agency contracts.

(i) Members and Policyholders. At the Effective Time, the members of Homestead shall automatically become members and policyholders of the Surviving Corporation. All premiums and assessments paid by the members of Homestead 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.

(j) Assumed Liabilities. At the Effective Time, the Surviving Corporation shall assume all liabilities and obligations of Homestead, 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 Homestead, the Surviving Corporation may be substituted in Homestead'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.

(k) Affiliation Documents. Wausau shall be the sole surviving company in the Merger and will assume assets, debts, liabilities, and obligations of the Company; accordingly, the Affiliation Documents by and between Wausau and the Company shall automatically become null and void upon the effectiveness of the Merger

4. **Certificate of Assumption**. As soon after the Effective Time as is practicable, the Surviving Corporation shall send to each of Homestead's members notice of the Merger and the Surviving Corporation's assumption of Homestead'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.

5. **Assessments for Losses and Expenses Incurred Prior to Merger**. 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.

6. **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 (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, without the prior notice and consent of the other:

(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;

(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;

(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.

(b) Homestead agrees that except as otherwise expressly contemplated by any other provision of this Agreement or the prior written consent of Wausau (such consent not to be unreasonably withheld, conditioned or delayed), Homestead 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, Homestead 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 Homestead, 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. Homestead will notify Wausau promptly if any alternative proposal is received by Homestead or any discussions or negotiations are sought in connection with an alternative proposal.

7. **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, Homestead will:

(i) Give Wausau and its authorized representatives full access to the respective offices, properties, books, and records of Homestead upon reasonable prior notice and during normal business hours (including the copying of such materials as may reasonably be requested); and

(ii) Furnish Wausau and its counsel, financial advisors, auditors, and other authorized representatives such financial and operating data and other information relating to the business of Homestead as Wausau may reasonably request.

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

8. **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 or more 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 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 the true, correct and complete copies of such documents in effect as of 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 accounting for such Constituent Corporation, 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;

(g) That its Board of Directors has adopted resolutions (i) approving this Agreement and the documents and transactions contemplated hereby and (ii) authorizing the execution and delivery of this Agreement;

(h) That it has the full power and authority to enter into this Agreement and, 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 the terms, conditions or provisions of the articles of incorporation or bylaws, (iv) 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, (v) 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 (vi) 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;

(l) Homestead represents and warrants that the office space located at 48 Jewelers Park Drive, Ste 200, Neenah, WI 54956, constitutes all the fee and leasehold interest in real property held for use in connection with Homestead's operations. No action

has been taken or omitted by Homestead and no other event has occurred or condition exists that constitutes, or after notice or lapse of time or both would constitute, a default or breach under the lease that would, individually or in the aggregate, be reasonably expected to be material to Homestead or its business.

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

(n) That Homestead has heretofore delivered to the Wausau 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 the other corporation during the Interim Period.

9. **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"). The other Constituent Corporation may terminate this Agreement in accordance with Section 15(a)(ii)(C) in the event of any such disclosure. Notwithstanding the foregoing, a Constituent Corporation's disclosure pursuant to this Section 9 shall not automatically be deemed a breach giving rise to the right to terminate pursuant to Section 15(a)(ii)(B).

10. **Continuing Authority of Homestead Officers**. At the Effective Time, the separate existence of Homestead shall cease. However, the authority of the present officers of Homestead shall continue for the limited purpose of executing and delivering all necessary documents to affect the terms of this Agreement. The officers of Homestead 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 Homestead's assets, rights, interests, and properties, including without limitation contracts of insurance, reinsurance agreements, and agency contracts.

11. **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 it 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 11 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. Neither 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 Corporations 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 11. 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.

12. **[Intentionally omitted].**

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

(a) Any notice or other communication received by Homestead 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 Homestead 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 Homestead, threatened against, relating to, involving, or otherwise affecting Homestead that if the same had been pending on the Signing Date would have been required to have been disclosed pursuant to Homestead's representations and warranties or that related to the consummation of the Merger; and

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

14. **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 Corporations, unless any such condition is specifically waived in writing by the other Constituent Corporations 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;

(d) The Constituent Corporations shall have received the OCI Approval.

(e) 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.

15. **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;

(B) the other Constituent Corporation shall have engaged in any of the prohibited actions described under Section 6 of this Agreement, or shall have materially violated any of the representations or warranties contained herein, or if there shall

have taken place any event or development after the date hereof which materially and adversely affects the business, operations, or properties of such other corporation; or

(C) Such Constituent Corporation receives a Representation and Warranty Notice;

(b) In the event of the termination of this Agreement under Section 15(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 15(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.

16. **Additional Agreements**.

(a) Wausau Agents. The parties agree that Wausau will offer its current agency agreement to each agent who has an appointment with Homestead as of the date of this Agreement and who does not already have an agency agreement in force with Wausau.

(b) [Intentionally Omitted.]

(c) Homestead Office Location. The parties agree that the Surviving Corporation will continue operations at the current Homestead office located at 48 Jewelers Park Drive, Ste 200 Neenah, WI 54956 for such period of time as determined by the Surviving Corporation.

(d) Interim Period Policy Procedures. Wausau agrees that during the Interim Period Homestead shall continue to do all of the following in the ordinary course of business in a manner consistent with Homestead's 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.

(e) Rating and Underwriting In-Force Wausau Business.

(i) In accordance with Section 4 of this Agreement, Wausau will, as soon as practicable following the Effective Time, send all holders of Homestead policies that are in force at the Effective Time a Certificate of Assumption on a form approved by the Commissioner.

(ii) In the discretion of Wausau, Homestead policies may either be (1) continued or renewed, as applicable, using Homestead's preexisting forms, rates, policy system, and underwriting rules or (2) rewritten using Wausau forms, rates policy system, and underwriting rules on the first renewal or anniversary date of each such policy following

the Effective Date, or as soon as practicable as determined by Wausau, and permitted under applicable law. The Surviving Corporation will determine the underwriting guidelines and rates for all policies, including all policies initially written by Homestead, except that the Surviving Corporation may, in its discretion, extend discounts relating to the transition from Homestead's rates to the rates of the Surviving Corporation for a period determined by the Surviving Corporation.

17. **General Provisions**.

(a) Expenses of Merger. The expenses of implementing the Merger shall be borne by the Surviving Corporation, except that in the event, the Merger is not successfully completed, any cost of the Merger shall be borne equally between Homestead and Wausau.

(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 Wausau:	**If to Homestead:**
Mutual of Wausau Insurance Corporation	Homestead Mutual Insurance Company
PO Box 269	48 Jewelers Park Drive, Ste 200
Wausau, WI 54402	Neenah, WI 54956
Attn: Todd Lentz	Attn: Todd Lentz
Phone: (715) 842-0686	Phone: (920) 836-3577
Email: toddl@mutualofwausau.com	Email: tlentz@homesteadmutual.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.

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: (1) the business, results of operations, condition, or assets of (i) Wausau and its subsidiaries or Homestead and its subsidiaries, as applicable (in each case, taken as a whole) or (2) the ability of Wausau or Homestead, 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.

MUTUAL OF WAUSAU INSURANCE CORPORATION

Date: 8/18/2025

By: Todd Lentz
Name: Todd Lentz
Title: President/CEO

Attest:

Date: 8-18-2025

By: Bruce M. Bartell
Name: Bruce Bartell
Title: Secretary/Treasurer

HOMESTEAD MUTUAL INSURANCE COMPANY

Date: 8/18/2025

By: Todd Lentz
Name: Todd Lentz
Title: President and Chief Executive Officer

Attest:

Date: 8/18/25

By: Jessica VanderPloeg
Name: Jessica VanderPloeg
Title: Secretary/Treasurer

ARTICLE I
Name and Location of Principal Office

The name of this corporation effective 1-1-2011 is Mutual of Wausau Insurance Corporation (the "Corporation"), and the principal office for the transaction of business is located in the City of Wausau, County of Marathon, State of Wisconsin.

ARTICLE II
Registered Agent and Registered Office

The Corporation's registered agent and registered office are on file with the Wisconsin Office of the Commissioner of Insurance.

ARTICLE III
Purposes

The Corporation is organized for the purpose of insuring its members against any of the hazards as may be authorized or permitted for companies of its class under the laws of the State of Wisconsin.

ARTICLE IV
Board of Directors

Section 4.1. General Powers. All corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by, its board of directors.

Section 4.2. Numbers, Qualifications and Term of Office. The number, qualifications and the term of office (including staggered terms) of directors shall be established in accordance with the Corporation's bylaws.

ARTICLE V
Membership

The Corporation shall be a mutual insurance Corporation without capital stock organized under Chapter 611 of the Wisconsin Statutes. Each policyholder shall be a member of the Corporation and shall have one vote.

CERTIFICATE

The undersigned deposes and says that he has duly executed the foregoing Articles dated September 26, 2022, and on behalf of Mutual of Wausau Insurance Corporation; that he is the President & CEO and that he is authorized to execute such instrument. Deponent further says that he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

Todd J. Lentz
Signature

Todd J. Lentz
Print Name

Subscribed and sworn to this

7 day of October, 2022

Kelly J. Villa
Notary Public

My commission expires on 03/17/2023

EXHIBIT B

BYLAWS
OF
MUTUAL OF WAUSAU INSURANCE CORPORATION

See attached.

Mutual of Wausau Insurance Corporation
Amended and Restated Bylaws

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ARTICLE I - CORPORATE OFFICES

Section 1.1 Principal and Business Offices.
The principal and business offices of Mutual of Wausau Insurance Corporation (the "Corporation") will be located within the State of Wisconsin.

ARTICLE II - MEETINGS OF THE MEMBERSHIP

Section 2.1 Members.
The members of the Corporation (the "Members") shall be the Corporation's policyholders.

Section 2.2 Annual Meetings.
The annual meeting of the Members shall be held on the second Tuesday of March at 10:00 A.M. or at such other time as shall be designated by the board of directors (the "Board") and fixed and stated in notice thereof.

Section 2.3 Special Meetings.
Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the articles of incorporation of the Corporation (the "Articles of Incorporation"), may be called by the Board, the President/CEO (as defined below) or by the Members that have twenty percent (20%) of the votes entitled to be cast at such a meeting.

Section 2.4 Place of Meetings.
Each annual meeting of the Members shall be held in Marathon County, Wisconsin, or such other place as shall be designated by the Board and fixed and stated in the notice thereof. Special meetings shall be held at such place as shall be designated by the Board and fixed and stated in the notice thereof.

Section 2.5 Notice of Meetings.
Notice of the annual meeting of the Members shall be printed conspicuously on each policy (including all renewal notices thereto) with reminders thereof, which shall include the specific location, to be provided via electronic transmission given not less than thirty (30) days and not more than (90) days before the date of the meeting. Notice of each special meeting of the Members shall be given (a) not less than ten (10) days, if mailed by certified or registered and (b) not less than thirty (30) days, if provided via electronic transmission, and in either case, not more than ninety (90) days before the date of the meeting. Each such notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Section 2.6 Quorum and Voting.

(a) Quorum.

At any meeting of the Members, ten (10) Members entitled to vote on the issue, present in person or represented by proxy, shall constitute a quorum for all purposes, unless the representation of a larger number shall be required by law or by the Articles of Incorporation.

(b) Proxies.

At all meetings of the Members, a Member entitled to vote may vote in person or by proxy appointed in writing by the Member or by his or her duly authorized attorney in fact. Applications for policies of insurance issued by this Corporation may contain a form of proxy appointing the Secretary/Treasurer of this Corporation, and in his or her absence, the President/CEO, and in his or her absence, the Chairman of the Board, and in his or her absence, the President. The proxy of the policyholder to vote and act for his or her at all meetings of the Members. Such proxy shall continue to be valid from year to year while the insured's policy and renewals thereof are in force unless it is revoked by the Member (a) by filing a written revocation thereof with the Secretary/Treasurer of this Corporation, or (b) by executing another proxy to another person, or (c) during a meeting of the Members by filing the revocation with the Secretary/Treasurer or the acting secretary of the meeting.

The presence of a Member who has signed a proxy in his or her application for insurance or has otherwise given his or her proxy shall not of itself constitute a revocation of the proxy. The Board shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies.

(c) Voting.

If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members.

Section 2.7 Waiver of Notice.
Whenever any type of notice is required to be given to any Member under the Articles of Incorporation, these Bylaws or any provision of law, a written waiver of such notice signed by the Member entitled to such notice at any time, whether before or after the time of the meeting, shall be deemed equivalent to the giving of such notice, provided that such waiver contains the same information as would have been required by law to be included in such notice, except for the time and place of meeting. The attendance of any Member at a meeting shall constitute a waiver of notice of such meeting, except where the Member attends a meeting and at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting.

Section 2.8 Annual Meeting Protocol.
If present, the Chairperson shall preside at all meetings of the Members. In the Chairperson’s absence, the Vice Chairperson or the President/CEO may preside at the Board’s discretion. In the absence of the Chairperson, the Vice Chairperson and the President/CEO, any person chosen by the Members present shall preside at the meeting of Members. The Secretary/Treasurer (as defined below) shall act as secretary of all meetings of the Members, but, in the absence of the Secretary/Treasurer, the presiding officer may appoint any other person to act as secretary of the meeting.

ARTICLE III - BOARD OF DIRECTORS

Section 3.1 General Powers.
All corporate powers shall be exercised by or under the authority of, and its business and affairs of this Corporation shall be controlled by the Board.

Section 3.2 Number; Term of Office; Qualification; Nomination and Election.

(a) Number and Classes; Term. The Board consists of and shall remain at nine (9) directors (the "Directors") until changed by a resolution adopted by a majority of the Directors then in office and shall not be less than nine (9) nor more than fifteen (15). The Directors shall be evenly divided (to the extent possible) into three (3) classes; provided, however, that no class may contain fewer than three (3) Directors. At each annual meeting, one of the classes shall be elected for a term of three (3) years. Board members are eligible to serve four (4) consecutive three (3)-year terms and may be eligible to be re-elected after a one (1)-year interruption.

(b) Qualifications. Directors shall be chosen from among (i) the Members of the Corporation, (ii) the policyholders of Homestead Mutual Insurance Company, and (iii) the policyholders of Ellington Mutual Insurance Company, provided any such individual meets all eligibility requirements for such a position as defined in the Wisconsin Statutes and Wisconsin Administrative Code. In addition, any individual who has reached the age of 78 or more as of the date of any annual meeting of the Members is ineligible to be elected or re-elected as a Director at such annual meeting of the Members. A Director who turns 78 while in office may serve out his/her entire three (3) year term. All candidates for election, whether nominated by the Nominating Committee (as defined below) or by the Members, must have obtained an insurance policy with the Corporation, Homestead Mutual Insurance Company, or Ellington Mutual Insurance Company prior to September 15th before the annual meeting date on which the election is held.

(c) Nomination and Election. Directors shall be elected by the Members at each annual meeting. The following procedure shall apply for the nomination of all Directors:

(1) The nominating committee of the Corporation, if one should be appointed by the Board (the "Nominating Committee"), shall follow the procedure prescribed by the Board in preparing, for presentation to the Members at the annual meeting, a slate of candidates to stand for election to the Board.

(2) All nominations of Directors shall be in writing, except for the election of a Director by the Board to fill a vacancy until the next annual meeting.

(3) No nomination by Members shall be valid unless signed by at least fifteen (15) Members and filed with the Secretary/Treasurer by December 31st prior to the Corporation's annual meeting.

(4) There are two methods for nomination of candidates for Director:

(i) The Nominating Committee has the responsibility to actively recruit only three (3) candidates to fill the three expiring terms of Directors. Candidates recruited by the Nominating Committee are not required to obtain the fifteen (15) signatures of Members.

(ii) The membership "at large" may request a director nomination packet to place a person in nomination. Candidates have the right to inspect policyholders names and addresses only for the purpose of nomination (no copies of policyholder information will be provided). The policyholder list of names and addresses will be available only from November 1st through December 31st of each year. Nominations "at large" need to be postmarked and/or returned to the Corporation's principal office by December 31st prior to the Corporation's annual meeting. Names of candidates will be listed in two categories, namely, a) those selected by the Nominating Committee, and b) those nominated by Members at large. All candidate names will be drawn in random order for each category for ballot placement. The "at-large" nominated candidates must run against the slate of candidates and not against one individual. The candidates with the most votes will fill the vacant seats available. If there are no "at-large" candidates, then a member of the Nominating Committee shall make a motion to close the nomination process, accept the slate of candidates as presented, and cast a unanimous ballot for those nominees for the open director seats.

(5) In case of the death of any candidate nominated for election as a Director, if the Nominating Committee does not appoint another candidate, the Members may, by majority vote, nominate a candidate in place of such deceased person at the annual meeting at which such candidate would have stood for election. The person so nominated shall be the candidate at such election in the place of the deceased person. If the name of the deceased candidate appears on the ballot for such election, such ballot may be used at the election and every vote cast for the deceased candidate shall be deemed to have been cast, and shall be counted as having been cast, for the person nominated in replacement.

Section 3.3 Chairperson of the Board.

At the annual reorganizational meeting of the Board held after each annual meeting of the Members, the Board, acting by a vote of a majority of the Directors then in office, shall elect a chairperson of the Board ("Chairperson"). If the election or appointment of the Chairperson shall not be held at such meeting, such election or appointment shall be held as soon thereafter as is convenient. It shall be the duty of the Chairperson to set the agenda for each meeting of the Members and the Board and to preside at the annual and duly called special meetings of the Members, of the Board and of the executive committee (if such executive committee has been created by the Board). The Chairperson shall be an ex-officio member of all committees. The Chairperson shall hold office for the term of one year, or until his or her successor is elected or appointed by the Board, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3.4 Vice Chairperson of the Board.
At the annual reorganizational meeting of the Board held after each annual meeting of the Members, the Board, acting by a vote of a majority of the Directors then in office, shall elect a vice chairperson ("Vice Chairperson"). If the election or appointment of the Vice Chairperson shall not be held at such meeting, such election or appointment shall be held as soon thereafter as is convenient. The Vice Chairperson shall perform the duties of the Chairperson in the Chairperson's absence and shall have such other duties as may be assigned by the Board or the executive committee. The Vice Chairperson shall hold office for the term of one year, or until his or her successor is elected or appointed by the Board, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3.5 Resignations.
Any Director may resign at any time by giving written notice to the Chairperson, to the President/CEO, or to the Secretary/Treasurer. Such resignation shall take effect at the time specified therein or, if the time is not specified, upon receipt thereof; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6 Removal.
A Director may be removed by the Members only at a meeting called for the purpose of removing such Director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is to remove a Director.

Section 3.7 Vacancies.
Whenever any vacancy on the Board shall occur by death, resignation, removal or otherwise, the remaining members of the Board at a meeting called for that purpose or at any regular meeting shall, by a vote of a majority of the Directors then in office, elect a Director or Directors to fill such vacancy or vacancies. Each replacement Director so elected shall hold office for the unexpired term of the Director whose place he or she has taken upon the Board or, in the case of a vacancy created by an increase in the number of Directors, for the term prescribed by the Board under these Bylaws. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date or otherwise) may be filled before the vacancy occurs as provided above but the new Director may not take office until the vacancy occurs.

Section 3.8 Annual, Regular and Reorganizational Meetings.
The Board shall hold an annual reorganizational meeting of Directors, which shall take place within one week of the annual meeting of the Members, and shall hold at least four (4) additional regular meetings per year at such times and places as the Board shall from time to time determine. Failure to attend two (2) or more meetings of the Board in any calendar year shall be grounds for removal from the Board.

Section 3.9 Special Meetings of the Board.
Special meetings of the Board shall be held whenever called by the Chairperson, the President/CEO, another officer of the Corporation as may be designated by resolution adopted by the Board, or by any two Directors then in office.

Section 3.10 Place of Meetings.
Except as otherwise provided by law, the Directors may hold their meetings and may have an office and keep the books of the Corporation in such place or places within the State of Wisconsin as the Board may determine. If no place is fixed for a meeting, the place of the meeting shall be the principal business office of the Corporation in the State of Wisconsin.

Section 3.11 Notice.
Notice of each special or regular meeting of the Board shall be given by (a) depositing the same in the United States mail, addressed to the Director to be notified at his or her business address or at such other address as such director shall have designated in writing and filed with the Secretary, postage prepaid and registered or certified with return receipt requested at least five (5) days before the date on which the meeting is to be held; (b) depositing with a reputable courier service for same day or overnight delivery; or (c) electronic transmission, personally or by telephone, not later than twenty-four (24) hours before the day on which the meeting is to be held. Unless otherwise provided by law, by the Articles of Incorporation or by these Bylaws, the business to be transacted, and the purpose of any regular or special meeting of the Board shall be specified in the notice of such meeting.

Section 3.12 Quorum and Voting.

(a) Quorum. Except as otherwise provided by law or by the Articles of Incorporation or by these Bylaws, a majority of the number of Directors then in office shall constitute a quorum for the transaction of affairs and business of the Corporation. If a quorum is not present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Voting. Except as otherwise provided by law or by the Articles of Incorporation or by these Bylaws, the act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 3.13 Waiver of Notice.
Whenever any type of notice is required to be given to any Director 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 Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, unless that Director objects at the beginning of such meeting or promptly upon arrival at such meeting to the transaction of any business because the meeting was not lawfully called or convened and thereafter does not vote or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

Section 3.14 Meetings by Electronic Communication.
Meetings of the Board may be conducted through the use of any means of communication (a) by which all participating Directors may simultaneously hear each other during the meeting or (b) by which all communication is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors. Prior to beginning such meeting, all Directors shall be informed that a meeting is

being conducted at which official business may be transacted. A Director participating in such meeting is deemed to be present in person at the meeting. Directors are permitted to attend meetings via electronic communication at a maximum of two (2) times per calendar year unless electronic communication is the only option and is the required format of the meeting.

Section 3.15 Unanimous Consent Without Meeting.
Any action required or permitted by the Articles of Incorporation or by these Bylaws or by any provision of law to be taken by the Board 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 entitled to vote with respect to such action.

Section 3.16 Conduct of Meetings.
The Chairperson, or in his or her absence the Vice Chairperson, or in his or her absence the President/CEO, or in his or her absence any Director chosen by the Directors present, shall preside at meetings of the Board. The Secretary/Treasurer shall act as secretary of all meetings of the Board, but in the Secretary/Treasurer's absence the presiding officers of the meeting may designate an assistant secretary or any other officer of the Corporation to act as secretary of the meeting. Meeting of the Board shall be conducted substantially in accordance with Robert's Rules of Order.

Section 3.17 Compensation.
The Board, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all Directors for services to the Corporation as Directors, officers or otherwise, or may delegate such authority to an appropriate committee. The Board also shall have authority to provide for or to delegate authority to an appropriate committee to provide for reasonable pensions, disability, or death benefits, and other benefits or payments, to Directors, officers, and employees and to their estates, families, dependents or beneficiaries on account of prior services rendered to the Corporation by such Directors, officers and employees.

Section 3.18 Committees.
The Board may, by resolution adopted by a majority of the Directors then in office, designate one or more committees, including without limitation a Nomination Committee and executive committee. Each such committee shall consist of three(3) or more Directors. The Board may designate one or more Directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. The Board shall have the power to change the members of any such committee at any time, to fill vacancies on such committee and to discharge any such committee, either with or without cause, at any time. Except as otherwise provided by law, or to the extent provided in the resolution of the Board or in these Bylaws, a committee designated pursuant to this Section 3.18 may exercise all powers and authority of the Board in managing the business and affairs of the Corporation. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request. All committees shall follow the guidelines as established in the committee charter and code of conduct.

ARTICLE IV - OFFICERS

Section 4.1 Number.
The principal officers of the Corporation shall consist of the president/chief executive officer ("President/CEO"), one or more vice presidents (each, a "Vice President") who may be designated executive Vice President, and a secretary/treasurer ("Secretary/Treasurer"). Each office must be held by a separate individual. Such other officers as may be deemed necessary may be elected or appointed by the Board. The duties of the officers shall be those enumerated herein and any further duties designated by the President/CEO or by the Board.

Section 4.2 Election, Term of Office, Qualification.
Any person may serve as an officer of the Corporation. The officers of the Corporation shall be elected or appointed annually by the Board at the annual reorganizational meeting of the Board held after each annual meeting of the Members. If the election or appointment of officers shall not be held at such meeting, such election or appointment shall be held as soon thereafter as is convenient. Each officer shall hold office for the term of one year, or until his or her successor is elected or appointed by the Board, or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 4.3 Removal of Officers.
Any officer or agent of the Corporation may be removed by the Board, with or without cause, whenever in the judgment of the Board the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create such contractual rights.

Section 4.4 Vacancies.
A vacancy in any office by reason of death, resignation, removal or disqualification of an officer, or of any other cause shall be filled by the Board for the unexpired portion of the term.

Section 4.5 President/Chief Executive Officer.
The President/CEO shall, subject to the control of the Board, supervise and control the day-to-day business and affairs of the Corporation. The President/CEO shall have authority, subject to such rules as may be prescribed by the Board, to appoint such agents and employees of the Corporation as the President/CEO shall deem necessary, to prescribe the powers, duties and compensation of such agents and employees, and to delegate authority to them. Such agents and employees shall continue in their positions with the Corporation at the discretion of the President/CEO. The President/CEO shall have authority to sign, execute and acknowledge, on behalf of the Corporation, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the normal and regular course of the Corporation's business, and which shall be authorized by resolution of the Board; and except as otherwise provided by law or the Board, the President/CEO may authorize any Vice President or other officer or agent of the Corporation to sign, execute and acknowledge such documents or instruments in the President/CEO's place and stead. In general, the President/CEO shall perform all duties incident to the office of the chief executive officer and such other duties as may be prescribed by the Board from time to time.

Section 4.6 Vice President.
The Vice Presidents, including any executive Vice Presidents, in the order designated by the Board or, lacking such a designation, by the President/CEO, shall in the absence or disability of the President/CEO perform the duties and exercise the powers of the President/CEO and shall perform such other duties as the Board or the President/CEO shall prescribe.

Section 4.7 Secretary/Treasurer.
The Secretary/Treasurer shall attend all meetings of the Board and all meetings of the Members and record all votes and minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees of the Board when required. The Secretary/Treasurer shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. The Secretary/Treasurer shall be custodian of the corporate records and shall keep or arrange for the keeping of a register of the post office address of each Member which shall be furnished to the Secretary/Treasurer by such Member. The Secretary/Treasurer shall, in general, perform all duties incident to the office of the Secretary/Treasurer and have such other duties and exercise such authority as from time to time may be delegated or assigned to the Secretary/Treasurer by the President/CEO or by the Board. The financial duties of the Secretary/Treasurer are the responsibility of the Corporation's officers and staff.

Section 4.8 Assistants.
The assistant secretaries and assistant treasurers (if any), respectively (in the order designated by the Board or, lacking such designation, by the President/CEO), in the absence of the Secretary/Treasurer, as the case may be, shall perform the duties and exercise the powers of the Secretary/Treasurer and shall perform such other duties as the Board or the President/CEO shall prescribe.

Section 4.9 Other Officers.
Such other officers, agents and clerks as the Board may appoint shall perform such duties as may be assigned to them by the Board or by the officers of the Corporation.

Section 4.10 Salaries.
The salary of the President/CEO shall be fixed from time to time by the Board or by a duly authorized committee thereof. The salaries of all other officers and staff shall be reported, in the aggregate, to the Board annually. No officer shall be prevented from receiving a salary by reason of also being a Director.

ARTICLE V - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Section 5.1 Indemnification.
The Corporation shall, to the extent required by secs. 181.0871 to 181.0883 and 181.0889, Wis. Stats., as they may be amended from time to time, indemnify its Directors, officers and employees against expenses they reasonably and actually incur in connection with threatened, pending or completed legal actions, suits or proceedings to which they are or may be made a party because they are or were a Director, officer or employee of the Corporation.

Section 5.2 Determination of Indemnity.
Any indemnification under Section 5.1 (unless otherwise ordered by a court) shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the applicable provision of Wisconsin law. Such determination shall be made in accordance with Sec. 180.0873, Wis. Stats.

Section 5.3 Maintenance of Insurance.
The Board may purchase and maintain insurance on behalf of any person who is a Director, officer, employee or agent of the Corporation against liability asserted against and incurred by the person in that person's capacity as a Director, officer, employee or agent, or arising from that person's status as a Director, officer, employee or agent, regardless of whether the Corporation is required or authorized to indemnify the person against the same liability.

ARTICLE VI - CONTRACTS, LOANS, CHECKS & DEPOSITS, SPECIAL CORPORATE ACTS

Section 6.1 Execution of Contracts. The Board shall designate the officers, employees and agents of the Corporation who shall have power to execute and deliver deeds, leases, contracts, mortgages, bonds, debentures, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation and may authorize such officers, employees and agents to delegate such power (including authority to re-delegate) by written instrument to other officers, employees or agents of the Corporation. In the absence of such designation or delegation, such documents shall be executed by the President/CEO with Board approval.

Section 6.2 Bank Accounts and Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation with such banks, trust companies, or other depositories as the Board may select annually or as may be selected by any officer or officers, agent or agents of the Corporation to whom such power may be delegated from time to time by the Board. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositaries may be made without countersignature by the President/CEO or any Vice President, or the Secretary/Treasurer, or by any other officer or agent of the Corporation to whom the Board, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Corporation.

Section 6.3 Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner, including by means of facsimile signature, as shall be determined from time to time by or under the authority of a resolution of the Board.

Section 6.4 Loans and Lines of Credit. No loans or lines of credit shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in the Corporation's name unless authorized by or under the authority of a resolution of the Board. Such authority may be general or confined to specific instances.

Section 6.5 Voting of Securities Owned by This Corporation. Subject always to the specific directions of the Board, 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 President/CEO if the President/CEO is present, or in the President/CEO's absence by any Vice President who may be present.

ARTICLE VII - MISCELLANEOUS

Section 7.1 Fiscal Year.
The fiscal year of the Corporation shall begin on January 1 and end on December 31.

Section 7.2 Seal.
The Corporation shall have no seal.

Section 7.3 Miscellaneous Definitions.
"Bylaws" shall mean these bylaws of the Corporation.

Section 7.4 Notice
Any notice provided hereunder shall be deemed received (a) if mailed, on the third business day following the date on which it is so mailed; (b) if sent by courier, on the next business day; (c) if transmitted by electronic mail transmission on a business day, on that day if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; and (d) if personally delivered, upon actual delivery.

ARTICLE VIII - AMENDMENTS TO BYLAWS

Section 8.1 By Members.
Unless provided otherwise in the Articles of Incorporation or these Bylaws, these Bylaws may be altered, amended or repealed and new bylaws may be adopted by the Members by affirmative vote of not less than a majority of Members present and voting at any annual or special meeting of the Members at which a quorum is present.

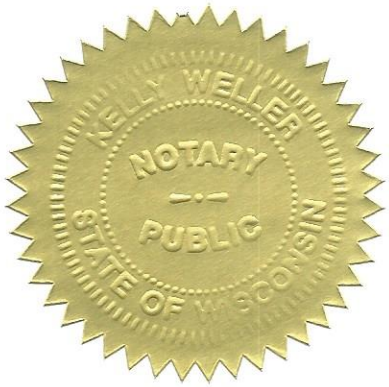
Section 8.2 By Directors.
Unless provided otherwise in the Articles of Incorporation or these Bylaws, these Bylaws may also be altered, amended or repealed and new bylaws may be adopted by the Board at any meeting at which a quorum is present; but no bylaw adopted by the Members shall be amended or repealed by the Board if the bylaws adopted by the Members expressly prohibits amendment by the Board.

CERTIFICATE

The undersigned deposes and says that he has duly executed the foregoing Bylaws dated June 26, 2023, and on behalf of Mutual of Wausau Insurance Corporation; that he is the President & CEO and that he is authorized to execute such instrument. Deponent further says that he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

Todd J. Lentz
Signature

Todd J. Lentz
Print Name



Subscribed and sworn to this

26 day of July, 2023

Kelly Weller
Notary Public

My commission expires on 04/30/2027

EXHIBIT C

CERTIFICATE OF ASSUMPTION

See attached.

MUTUAL OF WAUSAU INSURANCE CORPORATION

CERTIFICATE OF ASSUMPTION AND ENDORSEMENT

Effective Date: December 31, 2025

On December 31, 2025, Homestead Mutual Insurance Company, a Wisconsin Chapter 611 mutual insurance corporation ("Homestead"), and Mutual of Wausau Insurance Corporation ("Mutual of Wausau") completed a merger (the "Merger"). Wausau is the surviving company of the Merger.

Your policy has been assumed by Mutual of Wausau pursuant to the Merger. You are now a member of Mutual of Wausau and entitled to vote in person at the Annual Meeting. The 2026 Annual Meeting will be held at 10:00 am on March 10, 2026, at Stoney Creek Hotel & Conference Center, 1100 Imperial Ave, Rothschild, WI 54474.

Wherever in this policy the name "Homestead Mutual Insurance Company" is used, the name "Mutual of Wausau Insurance Corporation" is now substituted. In all other respects, the terms and conditions of your policy remain unchanged.

In all other respects, the terms and conditions of the above-identified policy remain unchanged.

Questions regarding this endorsement should be directed to:

Todd Lentz, President and Chief Executive Officer
Mutual of Wausau Insurance Corporation
PO Box 269
Wausau, WI 54402
Telephone: (715) 842-0686
Email: info@mutualofwausau.com
Online: http://mutualofwausau.com/

IN WITNESS WHEREOF, Mutual of Wausau Insurance Corporation has caused this Certificate of Assumption and Endorsement to be executed this _____ day of _____, 2025.

_____
Todd Lentz, President and CEO

_____
Bruce Bartell, Secretary

This endorsement forms a part of your insurance policy.
Please keep it with your policy.

EXHIBIT D

MUTUAL OF WAUSAU INSURANCE CORPORATION
CURRENT AND PROPOSED DIRECTORS

Directors

Immediately **prior** to the Effective Time of the Merger, the directors of Wausau are expected to be:

Name	Title	Class
Alfred Nakhla	Chairman	1
Todd Toppen	Vice Chairman	2
Bruce Bartell	Secretary/Treasurer	3
Mark Ellenbecker	Director	3
Greg Nowicki	Director	3
Linda Vollmar	Director	2
Tammy Pestka	Director	2
Charlie Lang	Director	1
Kurt Jochimsen	Director	1

Immediately **after** the Effective Time of the Merger, the proposed directors of the Surviving Corporation are:

Name	Title	Class
Alfred Nakhla	Chairman	1
Todd Toppen	Vice Chairman	2
Bruce Bartell	Secretary/Treasurer	3
Mark Ellenbecker	Director	3
Greg Nowicki	Director	3
Linda Vollmar	Director	2
Tammy Pestka	Director	2
Charlie Lang	Director	1
Kurt Jochimsen	Director	1

EXHIBIT E

MUTUAL OF WAUSAU INSURANCE CORPORATION
PROPOSED OFFICERS

Officers

Officers are elected annually to serve until the next annual meeting. Wausau's current and proposed officers are:

President/Chief Executive Officer	Todd Lentz
Secretary/Treasurer	Bruce Bartell
Chairman	Alfred Nakhla
Vice-Chairman	Todd Toppen