

AGREEMENT AND PLAN OF MERGER
BETWEEN
MT. MORRIS MUTUAL INSURANCE COMPANY
AND
MT. PLEASANT-PERRY MIDDLETON MUTUAL INSURANCE COMPANY

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made and entered into as of the 31st day of December, 2024 (the “Signing Date”), by and between **MT. MORRIS MUTUAL INSURANCE COMPANY**, a Wisconsin mutual insurance corporation with its place of business at N1211 County Road B, Coloma, WI 54930 (“Mt. Morris”), and **MT. PLEASANT-PERRY MIDDLETON MUTUAL INSURANCE COMPANY**, a Wisconsin mutual insurance corporation with its place of business at 239 N Main Street, Monticello, WI 53570 (“MPPM”; MPPM and Mt. Morris are collectively referred to herein as the “Constituent Corporations” and each a “Constituent Corporation”).

RECITALS

A. Mt. Morris and MPPM 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. 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.

C. 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 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.

D. 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), MPPM shall merge with and into Mt. Morris (the “Merger”) and the separate existence of MPPM shall thereupon cease and Mt. Morris 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, 2024, 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 intended effective time and date of the Merger shall be 11:59 PM on December 31, 2024 (the “Effective Time”) or as soon as possible after all required approvals have been received and all required conditions have been met.

(c) **Closing Deliverables.**

(i) At or prior to the Closing, MPPM shall deliver to Mt. Morris each of the following, duly executed by or on behalf of MPPM as appropriate:

(A) a certificate dated the Closing Date signed by an appropriate officer of MPPM certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of MPPM immediately prior to the Closing Date; and (3) the due adoption and text of the resolutions of the Board of Directors of MPPM 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 Mt. Morris 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, Mt. Morris shall deliver to MPPM each of the following, duly executed by or on behalf of Mt. Morris as appropriate:

(A) a certificate dated the Closing Date signed by an appropriate officer of MPPM certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of MPPM immediately prior to

the Closing Date; and (3) the due adoption and text of the resolutions of the Board of Directors of MPPM 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 MPPM 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 "Mt. Morris Mutual Insurance Company" upon the effectuation of the Merger.

(b) Principal Office of the Surviving Corporation. The Surviving Corporation shall have its principal place of business at N1211 County Road B, Coloma, WI 54930.

(c) Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the articles of incorporation of Mt. Morris in effect immediately prior to the Effective Time and attached hereto as Exhibit A (the "Surviving Articles").

(d) Bylaws. The bylaws of the Surviving Corporation shall be the bylaws of Mt. Morris in effect immediately prior to the Effective Time and attached hereto as Exhibit B (the "Surviving Bylaws").

(e) Directors. The directors of the Surviving Corporation as of the Effective Time shall be the directors of Mt. Morris immediately prior to the Effective Time, as 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 the officers of Mt. Morris immediately prior to the Effective Time, as listed 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 in accordance with the terms of the Surviving Articles or Surviving Bylaws, as

applicable. 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 MPPM, 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 MPPM, shall accrue to, be merged into and become the absolute property of the Surviving Corporation.

(h) Instruments of Transfer. The officers of MPPM 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 MPPM'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 MPPM shall automatically become members and policyholders of the Surviving Corporation. All premiums and assessments paid by the members of MPPM 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 MPPM, 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 MPPM, the Surviving Corporation may be substituted in MPPM'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. Certificate of Assumption. As soon after the Effective Time as is practicable, the Surviving Corporation shall send to each of MPPM's members notice of the Merger and the Surviving Corporation's assumption of MPPM'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:

- (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) MPPM agrees that except as otherwise expressly contemplated by any other provision of this Agreement or the prior written consent of Mt. Morris (such consent not to be unreasonably withheld, conditioned or delayed), MPPM 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, MPPM 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 MPPM, 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. MPPM will notify Mt. Morris promptly if any alternative proposal is received by MPPM 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, MPPM will:

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

(b) No investigation made by Mt. Morris or its respective representatives shall affect the representation and warranties of MPPM hereunder or the liability of MPPM 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) MPPM has heretofore delivered (or otherwise made readily available) to Mt. Morris all contracts for the purchase or lease of tangible property, real or personal, and any other contracts creating executory obligations on Mt. Morris's part beyond the Signing Date of this Agreement which may not be canceled on notice of thirty (30) days or less, and that MPPM will not incur any new executory obligations, without approval of Mt. Morris, between the Signing Date and the Effective Time; and

(m) That such Constituent Corporation has heretofore delivered (or otherwise made readily available) 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 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 MPPM Officers.** At the Effective Time, the separate existence of MPPM shall cease. However, the authority of the present officers of MPPM shall continue for the limited purpose of executing and delivering all necessary documents to affect the terms of this Agreement. The officers of MPPM 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 MPPM’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, MPPM will notify Mt. Morris of any of the following:

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

(d) Any breach of a representation or warranty of MPPM 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) Mt. Morris Agents. The parties agree that Mt. Morris will offer its current agency agreement to each agent who has an appointment with MPPM as of the date of this Agreement and who does not already have an agency agreement in force with Mt. Morris.

(b) Employee Matters.

(i) The CEO of Mt. Morris immediately prior to the Effective Time shall remain the CEO of the Surviving Corporation.

- (ii) All employees of MPPM as of the Effective Time will be offered continued employment with the Surviving Corporation in substantially similar roles and salaries to their roles and salaries at MPPM immediately prior to the Merger, subject to (A) satisfactory job performance to Mt. Morris (B) participation in training relating to Mt. Morris's business processes and servicing Mt. Morris's other line(s) of business and state(s).

(c) Interim Policy Period Procedures. Mt. Morris agrees that during the Interim Period MPPM shall continue to do all of the following in the ordinary course of business in a manner consistent with MPPM'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.

(d) Rating and Underwriting In-Force Mt. Morris Business.

- (i) In accordance with Section 4 of this Agreement, Mt. Morris will, as soon as practicable following the Effective Time, send all holders of MPPM policies that are in force at the Effective Time a Certificate of Assumption on a form approved by the Commissioner.
- (ii) MPPM policies will be rewritten using Mt. Morris 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 the Surviving Corporation, and permitted under applicable law. The Surviving Corporation will determine the underwriting guidelines and rates for all policies, including all policies initially written by MPPM, except that the Surviving Corporation may, in its discretion, extend discounts relating to the transition from MPPM's rates to the rates of the Surviving Corporation for a period determined by the Surviving Corporation.

17. General Provisions.

(a) [Intentionally Omitted.]

(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 Mt. Morris:

Mt. Morris Mutual
Insurance Company
239 N Main Street
Monticello, WI 53570
Attn: Daniel Fenske, President
Phone: (715) 228-5541
Email: agdan@mtmorrisins.com

If to MPPM:

Mt. Pleasant-Perry Middleton Mutual
Insurance Company
PO Box 38
Monticello, WI 53570
Attn: Daniel Fenske, President
Phone: (608) 938-4008
Email: agdan@mtmorrisins.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) Mt. Morris and its subsidiaries or MPPM and its subsidiaries, as applicable (in each case, taken as a whole) or (2) the ability of Mt. Morris or MPPM, 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.

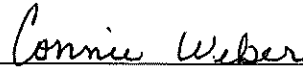
MT. MORRIS MUTUAL INSURANCE COMPANY

Date: 10-24-2024

By: 
Name: Daniel Fenske
Title: President and Chief Executive Officer

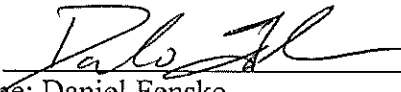
Attest:

Date: 10-24-2024

By: 
Name: Connie Weber
Title: Secretary

MT. PLEASANT-PERRY MIDDLETON MUTUAL
INSURANCE COMPANY

Date: 10-24-2024

By: 
Name: Daniel Fenske
Title: President

Attest:

Date: 10-24-2024

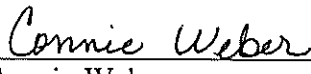
By: 
Name: Connie Weber
Title: Secretary/Treasurer

EXHIBIT A

**ARTICLES OF INCORPORATION
OF
MT. MORRIS MUTUAL INSURANCE COMPANY**

See attached.

RESTATED ARTICLES OF INCORPORATION OF MT. MORRIS MUTUAL INSURANCE COMPANY

ARTICLE I. Name and Location of Principal Office The name of this Company is Mt. Morris Mutual Insurance Company, and the principal office for the transaction of business is located at Coloma, Wisconsin, State of Wisconsin.

ARTICLE II . Registered Agent The Company's registered agent is Daniel O Fenske, located at W10979 Czech Road, Coloma, Wisconsin, 54930.

ARTICLE III. Purpose The Company 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

Company shall be controlled by the Board of Directors.

Section 4.2. Numbers, Qualifications and Terms of Office. The number, qualifications and the term of office (including staggered terms) of directors shall be established in accordance with the Company's by-laws.

ARTICLE V. Membership The Company shall be a mutual insurance company without capital stock organized under chapter 611 of the Wisconsin Statutes. Each policyholder shall be a member of the Company and shall have one vote.

BYLAWS OF

MT. MORRIS MUTUAL INSURANCE COMPANY

ARTICLE I. CORPORATE OFFICES

Section 1.1. Name. Principal and Business Offices. The Company's principal and business offices will be located within the state of Wisconsin.

ARTICLE II. MEETINGS OF THE MEMBERSHIP

Section 2.1. Annual Meetings. The annual meeting of Members of this Company ("Members") shall be held on the 4th Wednesday of February 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 the notice thereof.

Section 2.2. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the Board, the President or by Members having twenty (20) percent of the votes entitled to be cast at such a meeting.

Section 2.3. Place of Meetings. Each annual meeting of the Members shall be held at the Richford Community Center, Coloma, 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 2.4. Notice of Meetings. Except as otherwise expressly required by law, notice of each meeting of the Members shall be given not less than ten (10) days and not more than fifty (50) 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 2.5. 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) 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 2.6. Waiver of Notice. Whenever any type of notice is required to be given to any Member of the Company under the Articles of Incorporation, Bylaws or any provision of law, a written waiver of such notice signed at any time, whether before or after the time of the meeting by the Member entitled to such notice, 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, in person or by proxy 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 2.7. Action without Meeting. Any action required or permitted by the Article of Incorporation, by the Bylaws, or by any provision of law to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Separate counterparts of any such consent may be signed by the Members entitled to vote, with the same force and effect as if all signatures were appended to one original document.

Section 2.8. Presiding Officer. If present, the President/CEO of the Board shall preside at all meetings of the Members. In the President/CEO's absence, the Chairperson, the Vice Chairperson, the Treasurer, or Secretary shall preside. In the absence of any officer, any person chosen by the Members present shall preside at the meeting of Members.

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 Company shall be controlled by the Board.

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

(a) Number and Classes; Term. The initial Board shall consist of nine (9) Directors. Thereafter, the exact number of Directors shall be fixed by a resolution adopted by a majority of the Directors then in office and shall not be less than seven (7) nor more than fifteen (15). The Directors shall be evenly divided (to the extent possible) into three classes. At each annual meeting one of the classes shall be elected for a term of three years. In the event that the number of Directors is less than nine (9), there will be two classes, each elected for a two-year term. Each Director shall hold office until his or her successor shall have been elected and qualified, or until his or her prior death, resignation or removal.

(b) Qualifications. Directors shall be chosen from among the Members of the Company. A Member of the Company shall be eligible to serve as a Director as long as that Member meets all eligibility requirements for such a position as defined in the Wisconsin Statutes and Wisconsin Administrative Code.

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

(1) The Nominating Committee of the Company shall follow the procedure prescribed by the Board in preparing for presentation to 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 ten (10) Members and filed with the Secretary at least thirty (30) days before the date specified in these Bylaws for the annual meeting of the Members of the Company.

(4) In case of the death of any candidate nominated as a director, if the Nominating Committee does not appoint another candidate, the Members of the Company may, by majority vote, nominate a candidate in place of such deceased person at the meeting which was election of such candidate. 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. Resignations. Any director of the Company may resign at any time by giving written notice to the Chairperson of the Board, to the President or to the Secretary of the Company. 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 3.4. 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 3.5. 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

EXHIBIT B

**BYLAWS
OF
MT. MORRIS MUTUAL INSURANCE COMPANY**

See attached.

RESTATED ARTICLES OF INCORPORATION OF MT. MORRIS MUTUAL INSURANCE COMPANY

ARTICLE I. Name and Location of Principal Office The name of this Company is Mt. Morris Mutual Insurance Company, and the principal office for the transaction of business is located at Coloma, Wisconsin, State of Wisconsin.

ARTICLE II . Registered Agent The Company's registered agent is Daniel O Fenske, located at W10979 Czech Road, Coloma, Wisconsin, 54930.

ARTICLE III. Purpose The Company 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

Company shall be controlled by the Board of Directors.

Section 4.2. Numbers, Qualifications and Terms of Office. The number, qualifications and the term of office (including staggered terms) of directors shall be established in accordance with the Company's by-laws.

ARTICLE V. Membership The Company shall be a mutual insurance company without capital stock organized under chapter 611 of the Wisconsin Statutes. Each policyholder shall be a member of the Company and shall have one vote.

BYLAWS OF

MT. MORRIS MUTUAL INSURANCE COMPANY

ARTICLE I. CORPORATE OFFICES

Section 1.1. **Name. Principal and Business Offices.** The Company's principal and business offices will be located within the state of Wisconsin.

ARTICLE II. MEETINGS OF THE MEMBERSHIP

Section 2.1. **Annual Meetings.** The annual meeting of Members of this Company ("Members") shall be held on the 4th Wednesday of February 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 the notice thereof.

Section 2.2. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the Board, the President or by Members having twenty (20) percent of the votes entitled to be cast at such a meeting.

Section 2.3. **Place of Meetings.** Each annual meeting of the Members shall be held at the Richford Community Center, Coloma, 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 2.4. **Notice of Meetings.** Except as otherwise expressly required by law, notice of each meeting of the Members shall be given not less than ten (10) days and not more than fifty (50) 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 2.5. 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) **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 2.6. **Waiver of Notice.** Whenever any type of notice is required to be given to any Member of the Company under the Articles of Incorporation, Bylaws or any provision of law, a written waiver of such notice signed at any time, whether before or after the time of the meeting by the Member entitled to such notice, 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, in person or by proxy 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 2.7. **Action without Meeting.** Any action required or permitted by the Article of Incorporation, by the Bylaws, or by any provision of law to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Separate counterparts of any such consent may be signed by the Members entitled to vote, with the same force and effect as if all signatures were appended to one original document.

Section 2.8. **Presiding Officer.** If present, the President/CEO of the Board shall preside at all meetings of the Members. In the President/CEO's absence, the Chairperson, the Vice Chairperson, the Treasurer, or Secretary shall preside. In the absence of any officer, any person chosen by the Members present shall preside at the meeting of Members.

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 Company shall be controlled by the Board.

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

(a) **Number and Classes; Term.** The initial Board shall consist of nine (9) Directors. Thereafter, the exact number of Directors shall be fixed by a resolution adopted by a majority of the Directors then in office and shall not be less than seven (7) nor more than fifteen (15). The Directors shall be evenly divided (to the extent possible) into three classes. At each annual meeting one of the classes shall be elected for a term of three years. In the event that the number of Directors is less than nine (9), there will be two classes, each elected for a two-year term. Each Director shall hold office until his or her successor shall have been elected and qualified, or until his or her prior death, resignation or removal.

(b) **Qualifications.** Directors shall be chosen from among the Members of the Company. A Member of the Company shall be eligible to serve as a Director as long as that Member meets all eligibility requirements for such a position as defined in the Wisconsin Statutes and Wisconsin Administrative Code.

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

(1) The Nominating Committee of the Company shall follow the procedure prescribed by the Board in preparing for presentation to 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 ten (10) Members and filed with the Secretary at least thirty (30) days before the date specified in these Bylaws for the annual meeting of the Members of the Company.

(4) In case of the death of any candidate nominated as a director, if the Nominating Committee does not appoint another candidate, the Members of the Company may, by majority vote, nominate a candidate in place of such deceased person at the meeting which was election of such candidate. 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. **Resignations.** Any director of the Company may resign at any time by giving written notice to the Chairperson of the Board, to the President or to the Secretary of the Company. 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 3.4. **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 3.5. **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 3.6. Annual and Regular Meetings. The Board shall hold an annual meeting of Directors which shall take place immediately following and at the same place as the annual meeting of the Members, and shall hold regular meetings at such times and places as the Board shall from time to time determine.

Section 3.7. Special Meetings of the Board. Special meetings of the Board shall be held whenever called by the Chairperson of the Board, the President, such other officer of the Company as may be designated by resolution adopted by the Board, or by any two Directors then in office.

Section 3.8. 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 Company 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 Company in the State of Wisconsin.

Section 3.9. Notice. Annual meetings of the Board of Directors may be held with or without notice. Notice of any regular and special meeting shall be mailed to each Director addressed to the Director at his or her residence or usual place of business at least two (2) days before the date on which the meeting is to be held, or shall be sent to him or her at such place by teletype, facsimile or be delivered personally or by telephone, not later than twenty-four (24) hours before the day on which the meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Unless otherwise provided by law, by the Articles of Incorporation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice of such meeting.

Section 3.10. 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 fixed in accordance with these Bylaws shall constitute a quorum for the transaction of affairs and business of the Company. 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 3.11. Waiver of Notice. Whenever any type of notice is required to be given to any Director of the Company 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 the 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 or such meeting.

Section 3.12. Meetings by Electronic Communication. Meetings of the Board may be conducted through the use of any means of communication (i) by which all participating Directors may simultaneously hear each other during the meeting or (ii) 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.

Section 3.13. 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 of Directors 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 3.14. Conduct of Meetings. The Chairperson of the Board (the "Chairperson"), or in his or her absence the Vice Chairperson, or in his or her absence any Director chosen by the Directors present, shall preside at meetings of the Board. The Secretary of the Company shall act as secretary of all meetings of the Board, but in the Secretary's absence the presiding officer of the meeting may designate an Assistant Secretary or any other officer of the Company to act as Secretary of the meeting.

Section 3.15. 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 Company 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 Company by such Directors, officers and employees.

Section 3.16. Committees. The Board may, by resolution adopted by a majority of the Directors fixed in accordance with these Bylaws, designate one or more committees. Each such committee shall consist of three 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 3.16 may exercise all powers and authority of the Board in managing the business and affairs of the Company. 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.

ARTICLE IV. OFFICERS

Section 4.1. Number. The principal officers of the Company shall consist of a Chairperson, a Vice Chairperson, a President, one or more Vice Presidents who may be designated Executive Vice President, a Secretary and a Treasurer. One person may hold two or more offices, except that the offices of President and Secretary and the offices of President and Vice President shall not be held by the same person. Such other officers and assistant 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 or by the Board.

Section 4.2. Election, Term of Office, Qualification. Any person may serve as an officer of the Company, but the Chairperson, Vice Chairperson, Treasurer and Secretary shall be chosen from among the Directors. The officers of the Company shall be elected or appointed annually by the Board at the annual 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 Company may be removed by the Board, with or without cause, whenever in the judgment of the Board the best interests of the Company 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. Salaries. The salaries of the principal officers shall be fixed from time to time by the Board or by a duly authorized committee thereof, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Company.

Section 4.6. Chairperson. The Chairperson shall preside at all meetings of the Board, shall serve ex officio on all committees, and shall have such further authority, responsibility and duties as may be delegated to him or her by the Board.

Section 4.7. Vice Chairperson. In the absence of the Chairperson the Vice Chairperson shall serve ex officio on all committees, and shall have such further authority, responsibility and duties as may be delegated to him or her by the Board.

Section 4.8. President. The President shall be responsible for the day to day operations of the Company, to sign contracts, agreements, affidavits and forms as may be required, and to perform such other duties as may be designated by the Board of Directors or as may be required by law. The President may authorize any Vice President, or other officer or agent of the Company to sign, execute and acknowledge such documents or instruments in the President's place and stead.

Section 4.9. 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, shall in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board or the President shall prescribe.

Section 4.10. Secretary. The Secretary 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 shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. The Secretary 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 of the Company.

Section 4.11. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Company. The Treasurer shall receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as the Board may designate. The Treasurer shall in general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to the Treasurer by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board shall determine.

Section 4.12. Assistants. The Assistant Secretaries and Assistant Treasurers (if any), respectively (in the order designated by the Board or, lacking such designation, by the President), in the absence of the Secretary or the Treasurer, as the case may be, shall perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such other duties as the Board or the President shall prescribe.

Section 4.13. 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 Company.

Section 4.14. Salaries. The salaries of the principal officers shall be fixed from time to time by the Board or by a duly authorized committee thereof, and no officer shall be prevented from receiving such salary by reason of also being a Director of the Company.

ARTICLE V. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Section 5.1. Indemnification. The Company shall, to the extent required by secs. 181.041 to 181.051, Wis. Stats., as they may be amended from time to time, indemnify its Directors, officers, employees and agents 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, employee or agent of the Company.

Section 5.2. Determination of Indemnity. Any indemnification under Section 5.1 (unless otherwise ordered by a court) shall be made by the Company only as authorized in the specific case upon determination that indemnification of the Director, officer, employee or agent 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. 180.0855, 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 Company 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 Company is required or authorized to indemnify the person against the same liability.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS, SPECIAL CORPORATE ACTS

Section 6.1. Execution of Contracts. The Board shall designate the officers, employees and agents of the Company 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 Company and may authorize such officers, employees and agents to delegate such power (including authority to redelegate) by written instrument to other officers, employees or agents of the Company. In the absence of such designation or delegation, such

documents shall be executed by the Chairperson of the Board or the Secretary.

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

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 Company, 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. No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in the Company'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 Company. Subject always to the specific directions of the Board, (a) any shares or other securities issued by any other corporation and owned or controlled by this Company may be voted at any meeting of security holders of such other corporation by the Secretary of this Company if the Secretary is present, or in the Secretary's absence, by any other officer of this Company who may be present, and (b) whenever, in the judgment of the Secretary, or in the Secretary's absence, any other officer, it is desirable for this Company to execute a proxy or written consent in respect to any shares or other securities issued by any other corporation and owned by this Company, such proxy or consent shall be executed in the name of this Company by the Secretary or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Company shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Company the same as such shares or other securities might be voted by this Company.

ARTICLE VII. MISCELLANEOUS

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

Section 7.2. Seal. The Company shall have no seal.

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 or represented 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 bylaw adopted by the Members expressly prohibits amendment by the Board.

Assignment of this policy shall not be valid except with written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Attest:  , President / CEO

Attest:  , Chairman

EXHIBIT C

CERTIFICATE OF ASSUMPTION

See attached.

MT. MORRIS MUTUAL INSURANCE COMPANY

N 1211 Cty Rd B
Coloma, WI 54930

CERTIFICATE OF ASSUMPTION AND ENDORSEMENT

On December 31, 2024, Mt. Pleasant-Perry Middleton Mutual Insurance Company, a Wisconsin Chapter 611 mutual insurance corporation with its place of business at 239 N Main Street, Monticello, WI 53570 (“MPPM”), was merged with and into Mt. Morris Mutual Insurance Company, a Wisconsin Chapter 611 mutual insurance corporation with its place of business at N1211 County Road B, Coloma, WI 54930 (“Mt. Morris”).


Your policy has been assumed by Mt. Morris. You are now a policyholder and member of Mt. Morris and entitled to vote in person at the Annual Meeting. The Annual Meeting is held in Coloma, Wisconsin at the Richford Community Center, on the fourth Wednesday of February each year at 10:00 a.m., or such other time as shall be designated by the Mt. Morris Board of Directors and fixed and stated in the notice thereof.

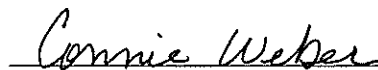
In all other respects, the terms and conditions of the above-identified policy remain unchanged.

Questions regarding this endorsement should be directed to:

Daniel Fenske, President and Chief Executive Officer
Mt. Morris Mutual Insurance Company
N1211 County Road B
Coloma, WI 54930
Telephone: (715) 228-5541
Email: agdan@mtmorrisins.com
Online: <https://mtmorrisins.com/>

IN WITNESS WHEREOF, Washington has caused this Certificate of Assumption and Endorsement to be executed this 2 day of January, 2025.


Daniel Fenske, President and CEO


Connie Weber, Secretary

**THIS CERTIFICATE FORMS A PART OF YOUR
POLICY AND SHOULD BE ATTACHED THERETO**

EXHIBIT D

**MT. MORRIS MUTUAL INSURANCE COMPANY
PROPOSED DIRECTORS AND OFFICERS**

Directors

Immediately prior to the Effective Time of the Merger, the directors of Mt. Morris are expected to be:

Daniel Otto Fenske	Glenn Long Thalacker	Greg William Walker
Jeffrey Todd Nichols	Robert Matthew Ebben	Robert Zimpel
Raymond Dobbins Hutchinson	Connie Lynn Weber	Chris Edward Leker
Thomas Arthur Riemer	Myron Daniels	Robert Kenneth Bennot

Immediately after the Effective Time of the Merger, the directors of the Surviving Corporation shall be the same as the directors of Mt. Morris immediately prior to the Effective Time of the Merger.

Officers

Immediately prior to the Effective Time of the Merger, the officers of Mt. Morris are expected to be:

President/CEO	Daniel Otto Fenske
Chairman of the Board	Robert Matthew Ebben
Secretary/COO/VP-Operations	Connie Lynn Weber
VP-Policy Services	Danielle Marie Loeffler
VP-Claims	Cathy Edna Atkinson

Immediately after the Effective Time of the Merger, the officers of the Surviving Corporation shall be the same as the officers of Mt. Morris immediately prior to the Effective Time of the Merger.