

MERGER OF
RACINE COUNTY MUTUAL INSURANCE COMPANY
WITH AND INTO
MT. MORRIS MUTUAL INSURANCE COMPANY

AGREEMENT AND PLAN OF MERGER

Filed with the Wisconsin Office of the Commissioner of Insurance

September 6, 2023

AGREEMENT AND PLAN OF MERGER
BETWEEN
MT. MORRIS MUTUAL INSURANCE COMPANY
AND
RACINE COUNTY MUTUAL INSURANCE COMPANY

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made and entered into as of the 28th day of August, 2023 (the “Signing Date”), by and between **MT. MORRIS MUTUAL INSURANCE COMPANY**, a Wisconsin mutual insurance corporation with its place of business at N 1211 Cty Rd B, Coloma, Wisconsin 54930 (“MMIC”), and **RACINE COUNTY MUTUAL INSURANCE COMPANY**, a Wisconsin town mutual insurance corporation with its place of business at 10502 Northwestern Avenue, Franksville, WI 53126 (“RCMIC”, together with MMIC is collectively referred to herein as the “Constituent Corporations” and each a “Constituent Corporation”).

RECITALS

A. MMIC is a mutual insurance corporation organized and existing under Chapter 611 of the Wisconsin Statutes and RCMIC is a town mutual insurance corporation organized and existing under Chapter 612 of the Wisconsin Statutes. MMIC and RCMIC are duly authorized and licensed to transact the business of insurance within the State of Wisconsin under Chapters 611 and 612 of the Wisconsin Statutes, respectively (collectively, the “Wisconsin Insurance Law”).

B. MMIC is authorized to operate its insurance business in all counties in Wisconsin. RCMIC is authorized to operate its insurance business in the Wisconsin counties of Milwaukee, Jefferson, Kenosha, Ozaukee, Racine, Rock, Walworth, Washington and Waukesha.

C. RCMIC has statutorily and administratively required reinsurance coverage pursuant to Wis. Stat. § 612.33 and Wis. Admin. Code § INS 13.09 from Wisconsin Reinsurance Corporation, a property and casualty reinsurance company whose clients are mutual insurance companies located in Wisconsin, Arkansas, Illinois, Iowa, Missouri, and South Dakota (“WRC”).

D. The OCI (as defined below) determined that WRC has become or is about to become insolvent as defined under Wis. Stat. § 645.41 (2) and, consequently, in May 2023, the OCI filed a petition with the Wisconsin courts to place WRC into rehabilitation. On June 21, 2023, WRC was placed into rehabilitation. On July 27, 2023, the Rehabilitation Court approved a rehabilitation plan for WRC (the “Rehabilitation Plan”). To reform and revitalize WRC, under the Rehabilitation Plan, WRC will no longer individually issue reinsurance policies in the same manner it previously had and, thus, RCMIC is at risk of no longer maintaining its certificate of authority and potentially being subject to insolvency proceedings.

E. On or around June 28, 2023, the OCI issued administrative orders to all Chapter 612 town mutual insurance corporations. The administrative orders directed all Chapter 612 town mutual insurance corporations to examine all options to maintain their certificate of authority and

compliance with Wisconsin law, including obtaining reinsurance from another qualified reinsurer or other structural changes to maintain their compliance with Wisconsin law (e.g., merge with another company that has sufficient reinsurance coverage).

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

G. The Boards of Directors of the Constituent Corporations, at duly convened meetings, have each (i) adopted a resolution approving the Merger (as defined below) and this Agreement, copies of which were submitted to each Board of Directors for consideration and (ii) determined that it is advisable and in the best interests of their respective Constituent Corporation and the members of each Constituent Corporation to merge pursuant to the terms and conditions set forth in this Agreement, the provisions set forth in Wis. Stat. § 612.22, and in a manner approved by the Commissioner (as defined below).

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

AGREEMENT

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

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

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

(a) **Closing Date.** The closing of the Merger (the "Closing") shall take place as soon as possible after all required approvals have been received, which the parties intend to be no later than December 31, 2023, or as soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth 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 12:01 AM on January 1, 2024 (the "Effective Time").

(c) Closing Deliverables.

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

- (A) a certificate dated the Closing Date signed by an appropriate officer of RCMIC certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of RCMIC immediately prior to the Closing Date; (3) the due adoption and text of the resolutions of the Board of Directors of RCMIC approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby; and (4) the due adoption and text of the consent of the members of RCMIC approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby;
- (B) proof of filing with the Commissioner the consent of the members of RCMIC approving and authorizing this Agreement, the Merger, and all other documents and transactions contemplated hereby; and
- (C) such other instruments, certificates, affidavits, consents, or other documents reasonably requested by MMIC 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, MMIC shall deliver to RCMIC each of the following, duly executed by or on behalf of MMIC as appropriate:

- (A) a certificate dated the Closing Date signed by an appropriate officer of RCMIC certifying as of the Closing Date (1) none of the covenants in Section 6 have been violated, (2) the incumbency of the officers of RCMIC immediately prior to the Closing Date; and (3) the due adoption and text of the resolutions of the Board of Directors of RCMIC 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 MMIC 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 N 1211 Cty Rd B, Coloma, Wisconsin 54930.

(c) Authorized Counties. As of the Effective Time, the Surviving Corporation shall be authorized to transact such business in all counties in Wisconsin as it is now authorized by the OCI or as may hereafter be authorized by the OCI for the Surviving Corporation.

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

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

(f) Directors. The directors of the Surviving Corporation as of the Effective Time are listed in Exhibit D attached hereto and made a part of this Agreement. As of the Effective Time, the number of directors shall be ten (10) directors divided into three (3) classes. If at the Effective Time a vacancy shall exist on the Board of Directors of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the Surviving Articles or Surviving Bylaws, as applicable.

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

(h) Title to Property. At the Effective Time, title to all property owned by the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment. All of the assets, rights, privileges, immunities, and franchises, whether of public or private nature, interests, properties, and business of RCMIC, 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 RCMIC, shall accrue to, be merged into and become the absolute property of the Surviving Corporation.

(i) Instruments of Transfer. The officers of RCMIC 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 RCMIC's assets, rights, interests and properties, including contracts of insurance, reinsurance agreements and agency contracts.

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

(k) Assumed Liabilities. At the Effective Time, the Surviving Corporation shall assume all liabilities and obligations of RCMIC, 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 RCMIC, the Surviving Corporation may be substituted in RCMIC'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 RCMIC's members notice of the Merger and the Surviving Corporation's assumption of RCMIC'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, excluding any additional mergers, affiliations, or transactions that MMIC may pursue, consider, negotiate or consummate;
- (iv) Materially change any of its methods of accounting or accounting practices in any respect;
- (v) Amend or terminate any material contract;
- (vi) Fail to keep in full force and effect, and without restriction, all permits, including all state certificates of authority necessary to conduct its business in the ordinary course; excluding any obligations or liabilities incurred by CWMIC in connection with any mergers, affiliations, or transactions that CWMIC may consummate;
- (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, excluding any additional mergers, affiliations, or transactions that MMIC may pursue, consider, negotiate or consummate.

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

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

and other information relating to the business of RCMIC as MMIC may reasonably request.

(b) No investigation made by MMIC or its respective representatives shall affect the representation and warranties of RCMIC hereunder or the liability of RCMIC 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 7, 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 7 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, except the order issued by the OCI to all Chapter 612 town mutual insurance corporations on July 28, 2023 relating to the Rehabilitation Plan;

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

execution and delivery of this Agreement, (iii) with respect to RCMIC, directing that this Agreement be submitted to a vote of RCMIC's members taken separately at a duly held meeting called for the purpose of considering and acting upon this Agreement;

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

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

(j) That, subject to the receipt of all consents and approvals contemplated by this Agreement, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of and compliance with the terms and provisions hereof, will not (i) violate any judicial, administrative or arbitral order, writ, award, judgment, injunction or decree involving such Constituent Corporation, (ii) conflict with the terms, conditions or provisions of the articles of incorporation or bylaws of such Constituent Corporation, (iii) conflict with 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) RCMIC has good and marketable title to the office building owned by RCMIC and located at 10502 Northwestern Avenue, Franksville, WI 53126, that such property is free of all mortgages, liens, charges, and encumbrances of any nature whatsoever, other than (i) liens for taxes connected to the property not yet due and payable and (ii) such minor liens, charges, and encumbrances as, in the aggregate, do not and would not if asserted have a material adverse effect on the assets, properties, business, financial condition, or results of RCMIC's operations.;

(m) RCMIC has heretofore delivered to MMIC all contracts for the purchase or lease of tangible property, real or personal, and any other contracts creating executory obligations on MMIC's part beyond the Signing Date of this Agreement which may not be canceled on notice of thirty (30) days or less, and that RCMIC will not incur any new

executory obligations, without approval of MMIC, between the Signing Date and the Effective Time; and

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

10. **Continuing Authority of RCMIC Officers.** At the Effective Time, the separate existence of RCMIC shall cease. However, the authority of the present officers of RCMIC shall continue for the limited purpose of executing and delivering all necessary documents to affect the terms of this Agreement. The officers of RCMIC 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 RCMIC’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. **RCMIC Member Approval.** Unless otherwise directed by the Commissioner, upon approval of this Agreement by the Commissioner, this Agreement shall be submitted to a vote at a meeting of the members of RCMIC to be held on a date and at a time and place to be determined by RCMIC. Notice of such meeting, if such notice is required by law or RCMIC's articles of incorporation or bylaws, stating the place, day and hour of the meeting and the purpose for which it is called, shall be given by RCMIC to its members in a manner acceptable pursuant to law and to RCMIC's articles of incorporation and bylaws. RCMIC agrees to use its good faith effort to obtain all necessary approvals.

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

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

(d) Any breach of a representation or warranty of RCMIC 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 and members;

(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 MMIC, if RCMIC experiences actual catastrophic storm losses (as categorized by the Property Claim Services division of American Insurance Services Group, Inc., a Delaware corporation) that exceed Seven Hundred Fifty Thousand Dollars (\$750,000) ("Storm Loss Cap"), net of reinsurance and any losses, in the aggregate, up to the Storm Loss Cap shall not constitute a Material Adverse Change pursuant to Section 14(e);

(iii) By the Board of Directors of either Constituent Corporation if:

(A) the Merger is not approved by the Commissioner and, unless otherwise directed by the Commissioner, by the requisite

number of members of RCMIC before November 30, 2023, or such later date as the Boards of Directors of the Constituent Corporations shall mutually agree;

- (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 Sections 15(a)(ii) or (iii), 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) MMIC Agents. The parties agree that MMIC will offer its current agency agreement to each agent who has an appointment with RCMIC as of the date of this Agreement and who does not already have an agency agreement in force with MMIC.

(b) Employee Matters.

- (i) The CEO of MMIC immediately prior to the Effective Time will become the CEO of the Surviving Corporation.
- (ii) The Surviving Corporation shall offer employment to all employees of RCMIC with substantially similar roles and salaries to their roles and salaries at RCMIC immediately prior to the Merger, subject to (A) satisfactory job performance to MMIC (B) participation in training relating to MMIC's business processes and servicing MMIC's other line(s) of business and state(s).
- (iii) At such times as are determined by MMIC, but no later than calendar year 2024, the management and associates of RCMIC will become eligible to participate in the same compensation and benefits programs in the same manner as similarly situated MMIC

employees, including, applicable associate and management incentive compensation.

- (iv) All employees of the Surviving Corporation, including those hired from RCMIC, will be considered employees hired “at will,” subject to the Surviving Corporation’s standard job performance evaluation and discipline practices, and nothing in this Agreement is intended to be, nor shall be interpreted as, an employment contract for any employee; provided, however, if any employee of RCMIC is terminated during the one (1) year period following the Effective Time for reasons other than Cause, then the Surviving Corporation shall pay such employee their base salary or wages, as applicable, as a RCMIC employee immediately prior to the Merger for the remainder of such one (1) year period (if any). For purposes of this Section 16(b)(iv), “Cause” means with respect to any particular employee (A) materially violating any rule or policy of the Surviving Corporation, (B) committing fraud or embezzlement, (C) being materially dishonest or breaching a fiduciary duty against the Surviving Corporation, (D) committing willful misconduct or gross negligence that injures the Surviving Corporation, (E) being convicted of, or pleading guilty or nolo contendere to, a felony (or any state-law equivalent) or willfully or materially violating any federal, state, or foreign securities laws, (F) being convicted of any other criminal act or act of material dishonesty, disloyalty, or misconduct that has a material adverse effect on the property, operations, business, or reputation of the Surviving Corporation, (G) failing to satisfactorily or substantially perform their duties as an employee; (H) materially breaching any covenant in this Agreement, any applicable employment agreement, or any applicable written nondisclosure, noncompetition, or nonsolicitation agreement with the Surviving Corporation, (I) using, being under the influence, or possessing intoxicating spirits or liquors or illegal drugs on the premises of the Surviving Corporation while performing any duties or responsibilities with the Surviving Corporation, or (J) committing any act that would disqualify one to hold any license, employment or ownership position in a business governed or regulated by applicable law.

(c) RCMIC Office Location. The parties agree that the Surviving Corporation will continue to maintain operations at the current RCMIC office located in Franksville, WI.

(d) Interim Policy Period Procedures. MMIC agrees that during the Interim Period RCMIC shall continue to do all of the following in the ordinary course of business in a manner consistent with RCMIC’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; *provided*, that RCMIC shall provide MMIC with a weekly report of all such activities; and, *provided further*, that MMIC may direct that RCMIC no longer engage in such activity without the prior written consent of MMIC (such consent not to be unreasonably withheld, conditioned or delayed).

(e) Rating and Underwriting In-Force MMIC Business. In accordance with Section 4 of this Agreement, MMIC will, as soon as practicable following the Effective Time, send all holders of RCMIC policies that are in force on the Effective Time a Certificate of Assumption on a form approved by the Commissioner. All RCMIC policies will be rewritten using MMIC forms, rates and underwriting rules on the first renewal or anniversary date of each such policy following the Effective Time, or as soon as practicable in accordance with applicable law. The Surviving Corporation will adopt all current MMIC underwriting guidelines for all policies. The Surviving Corporation will adopt MMIC rates for all policies initially written by RCMIC, which may be implemented over a three-year period.

17. General Provisions.

(a) Expenses of Merger. The estimated expenses of implementing the Merger are approximately Twenty Thousand Dollars (\$20,000.00) which shall be borne by the Surviving Corporation. In the event, the Merger is not successfully completed, any cost of the Merger shall be borne equally between RCMIC and MMIC.

(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 MMIC:
Mt. Morris Mutual
Insurance Company
N 12 11 Cty Rd B
Coloma, WI 54930
Attn: Daniel Fenske
Email: agdand@mtmorrisins.com

If to RCMIC:
Racine County Mutual
Insurance Company
10502 Northwestern Avenue
Franksville, WI 53126
Attn: Randy Peterka

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

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

(n) Role of G&K. This Agreement has been drafted by Godfrey & Kahn, S.C. (“G&K”) as counsel for MMIC. The parties hereto acknowledge and agree that: (i) G&K has not represented any other party other than MMIC in any way in connection with this Agreement; and (ii) the parties have been advised to seek the advice of independent legal counsel and has had the opportunity to do so.

18. Definitions.

(a) “Material Adverse Change” means any event, circumstance, or condition that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (1) the business, results of operations, condition, or assets of (i) MMIC and its subsidiaries or RCMIC and its subsidiaries, as applicable (in each case, taken as a whole) or (2) the ability of MMIC or RCMIC, 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.

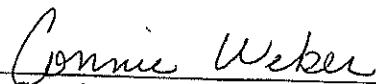
MT. MORRIS MUTUAL INSURANCE COMPANY

Date: 8.28.2023

By: 
Name: Daniel Fenske
Title: President and CEO

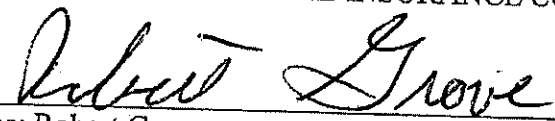
Attest:

Date: 8-28-2023

By: 
Name: Connie Weber
Title: Secretary

RACINE COUNTY MUTUAL INSURANCE COMPANY

Date: 8-24-23

By: 
Name: Robert Grove
Title: President

Attest:

Date: 8-24-23


By: 
Name: Lee Fuhrman
Title: Secretary

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.

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

Insured: _____

Policy Number: _____

On January 1, 2024, Racine County Mutual Insurance Company, a Wisconsin Chapter 612 town mutual insurance corporation with its place of business at 10502 Northwestern Ave, Franksville, Racine County, WI 53126 (“RCMIC”), was merged into Mt. Morris Mutual Insurance Company, a Wisconsin Chapter 611 mutual insurance corporation with its place of business at N 1211 Cty Rd B, Coloma, Waushara County, Wisconsin 54930 (“MMIC”). Effective 12:01 a.m. on January 1, 2024, MMIC assumed all of the rights and obligations under the above-identified policy issued by RCMIC in accordance with the terms and conditions of the policy. Effective January 1, 2024, and for as long as the above-identified policy is in force, the holder thereof shall be a member of MMIC and shall be entitled to vote in person at the Annual Meeting of MMIC. The Annual Meeting is held in Coloma, Wisconsin, at the Richford Community Center, on the 4th Wednesday of February each year at 10:00 a.m., or at such other time as shall be designated by the 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
Mt. Morris Mutual Insurance Company
N 1211 Cty Rd B
Coloma, 54930
Telephone: (715) 228-5541
Online: <https://mtmorrisins.com/contact-us.php>

IN WITNESS WHEREOF, Mt. Morris Mutual Insurance Company has caused this Certificate of Assumption and Endorsement to be executed this _____ day of _____, 2024.

Daniel Fenske, President

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

The Surviving Corporation's proposed directors and their terms are set forth below:

<u>Name</u>	<u>Term Expires</u>
Raymond Hutchinson	2024
Robert Zimpel	2024
Jeffrey Nichols	2025
Robert Ebben (Chairman)	2025
Glenn Thalacker (Vice Chairman)	2026
Daniel Fenske (Treasurer)	2026
Connie Weber (Secretary)	2026
Bob Bennot	2024
Greg Walker	2025
Chris Leker	2026

Officers

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

President/CEO	Daniel Fenske
Secretary/VP-Operations	Connie Weber
VP-Policy Services	Danielle Loeffler
VP-Claims	Cathy Atkinson