

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this “Plan of Merger”), dated as of April 22, 2025, is made and entered into by and between General Casualty Insurance Company, a Wisconsin domiciled insurance company (“GCIC”) and General Casualty Company of Wisconsin, a Wisconsin domiciled insurance company (“GCCW”). GCIC and GCCW shall each individually be referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, QBE Regional Companies (N.A.), Inc., a Delaware corporation (“Parent”), owns one hundred percent (100%) of the issued and outstanding Equity Interests (as defined in Section 11) of GCCW, and GCCW, in turn, owns one hundred percent (100%) of the issued and outstanding Equity Interests of GCIC; and

**WHEREAS**, GCIC, GCCW and Parent deem it advisable in their respective best interests to merge GCIC with and into GCCW, with the effect that GCCW will survive the merger on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. THE MERGER**

Effective at the Effective Time (as defined in Section 2), GCIC shall be merged with and into GCCW, the separate corporate existence of GCIC shall cease, and GCCW shall continue as the surviving entity (the “Merger”). The effects and consequences of the Merger shall be as set forth in this Plan of Merger and Applicable Law (as defined in Section 11).

### **2. CLOSING**

Unless otherwise mutually agreed by the Parties in writing, and provided that all of the conditions set forth in Section 4 have been satisfied or waived (to the extent waivable pursuant to Section 4), the closing of the Merger and the transactions contemplated hereby (the “Closing”) will take place by the exchange of documents and signatures in portable document format (“.pdf”) on the first day of the month following the date that all of the conditions set forth in Section 4 have been satisfied or waived (to the extent waivable pursuant to Section 4) (the “Closing Date”). The Parties agree that the actual date of the Closing is referred to herein as the “Closing Date,” and that the Merger shall be effective as of 12:01 a.m. Eastern time on the Closing Date (the “Effective Time”).

### **3. EFFECTS OF MERGER**

At the Effective Time, by virtue of the Merger: (a) all of the properties, rights, privileges, immunities, powers and franchises of GCIC shall vest in GCCW, as the surviving entity, (b) all of the debts, liabilities, obligations and duties of GCIC shall become the debts, liabilities, obligations and duties of GCCW, as the surviving entity, (c) without any action on the part of Parent, GCIC, or GCCW, the Equity Interests of GCIC issued and outstanding immediately prior to the Effective Date shall be cancelled, and (d) the organizational documents of GCCW, as

the surviving entity, including its articles of incorporation and bylaws attached hereto as Exhibit A and B, respectively, shall remain unchanged and in full force and effect.

#### **4. CONDITIONS TO CLOSING**

The prior satisfaction of the following conditions shall be a condition precedent to Closing:

- a. All filings required to be made prior to the Effective Time with, and all consents and approvals required to be obtained prior to the Effective Time from, applicable Governmental Authorities (as defined in Section 11), in connection with the execution and delivery of this Plan of Merger and the consummation of the transactions contemplated hereby, shall have been made or obtained, as required by Applicable Law; and
- b. Unless waived by GCCW in its sole discretion, all consents and approvals of third parties (other than consents and approvals of Governmental Authorities contemplated above) required to be obtained by GCIC or GCCW prior to the Effective Time in connection with the execution and delivery of this Plan of Merger and the transactions contemplated hereby, shall have been obtained and such consents shall be in full force and effect.

#### **5. TERMINATION**

This Agreement may be terminated as follows:

- a. By the mutual agreement of the Parties; or
- b. Automatically without any action on the part of any Party if any Governmental Authority shall have issued a final, non-appealable, binding order, decree or ruling or taken any other final, non-appealable, binding action restraining, enjoining or otherwise prohibiting the Merger or the execution and delivery of this Agreement and Plan of Merger.

#### **6. FURTHER DOCUMENTATION AND ACTIONS**

Each of Parties agrees to provide (and shall provide) such further documentation and take such further actions as is reasonably requested by the other Party or as is required by Applicable Law in connection with the Merger and the transactions contemplated hereby.

#### **7. COUNTERPARTS**

This Plan of Merger may be signed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature of a Party set forth on a counterpart hereof and transmitted by facsimile or other electronic transmission (including, without limitation, by email in .pdf) to the other Party shall be of the same force and effect as if the executing party had delivered a counterpart bearing an original signature.

## 8. ENTIRE AGREEMENT

This Plan of Merger embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Plan of Merger supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

## 9. SEVERABILITY

Whenever possible, each provision of this Plan of Merger shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Plan of Merger is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Plan of Merger.

## 10. AMENDMENT AND MODIFICATION

Subject to Applicable Law, this Plan of Merger may be amended, modified and supplemented only by written agreement of the Parties or as required by Applicable Law.

## 11. DEFINITIONS

For the purposes of this Plan of Merger, the definitions as set forth below shall apply:

- a. “***Applicable Law***” shall mean any domestic or foreign federal, state or local statute, law, ordinance or code, or any written rules, regulations, administrative interpretations, permits or certificates issued by any Governmental Authority pursuant to any of the foregoing, and any order, writ, injunction, directive, judgment or decree of a Governmental Authority of competent jurisdiction applicable to a Party.
- b. “***Equity Interests***” of any Party means any and all shares of capital stock or any other equity interests or securities of such Party.
- c. “***Governmental Authority***” shall mean any court, arbitrator, department, commission, board, bureau, agency, entity, instrumentality or other body, whether federal, state, local, foreign or other, including, without limitation, any Insurance Regulatory Authority.
- d. “***Insurance Regulatory Authority***” shall mean with respect to any state or the District of Columbia, the Governmental Authority charged with the regulation and supervision of insurance companies in such state or the District of Columbia.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement and Plan of Merger effective as of the Effective Date.

**GENERAL CASUALTY COMPANY OF WISCONSIN**

Signed by:  
By: Chris Castaldo  
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Name: Christopher Castaldo  
Title: Chief Financial Officer  
Date: 4/24/2025

**GENERAL CASUALTY INSURANCE COMPANY**

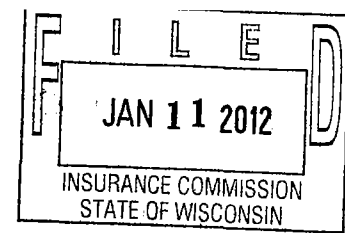
Signed by:  
By: Chris Castaldo  
52B5002B00404E8...  
Name: Christopher Castaldo  
Title: Chief Financial Officer  
Date: 4/24/2025

**Exhibit A**

**GCCW Articles of Incorporation**

See attached.

**General Casualty Company of Wisconsin  
Amended Articles of Incorporation  
As adopted effective December 15, 2011**



The undersigned, Jennifer J. Vernon, certifies that she is the Corporate Secretary of General Casualty Company of Wisconsin, a corporation organized and existing under the laws of the State of Wisconsin and hereby certifies as follows:

1. The name of the corporation is General Casualty Company of Wisconsin.
2. The amended text in the Articles of Incorporation reads:
  - a. **Article III.** The purpose shall be the transaction of an insurance business for the purposes as provided in Chapters 610 and 611 of the Wisconsin Insurance Laws.
  - b. **Article VII.** The number of the Board of Directors may be fixed by Bylaws to consist of not less than three members, the exact number within such limits to be determined from time to time by the Board of Directors.
3. This amendment was adopted in accordance with WI. Stat. Ann. § 180.1003 by the Shareholders on December 15, 2011 and by the Board of Directors on December 15, 2011.
4. The text of the Articles of Incorporation is amended to read as herein set forth in full:

**Article I.** The name of the corporation shall be **General Casualty Company of Wisconsin.**

**Article II.** The period of existence shall be perpetual.

**Article III.** The purpose shall be the transaction of an insurance business for the purposes as provided in Chapters 610 and 611 of the Wisconsin Insurance Laws.

**Article IV.** The capital stock of the said corporation shall be Four Million Dollars (\$4,000,000), and the same shall consist of Twenty Thousand Shares (20,000), each of which shares shall be of the face value or par value of Two Hundred Dollars (\$200.00).

**Article V.** The address of the present registered office is One General Drive, Sun Prairie, State of Wisconsin

**Article VI.** The name of the present registered agent at such address is General Casualty Company of Wisconsin.

**Article VII.** The number of the Board of Directors may be fixed by Bylaws to consist of not less than three members, the exact number within such limits to be determined from time to time by the Board of Directors.

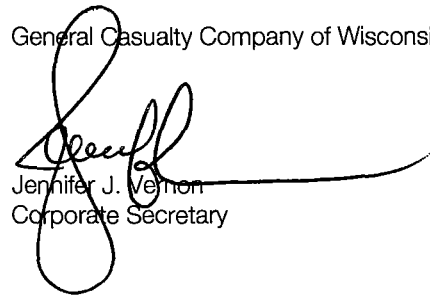
**Article VIII.** The Board of Directors may permit the Company's policyholders from time to time to participate in the profits of the Company's operations through the payment of dividends, or through such other means as may be authorized or permitted by the laws of states in which the Company does business.

The Board of Directors shall have the power to make reasonable classifications or policies and to take such other action in accord with the law, as may be necessary or desirable to carry into effect any participation by policyholders in the profits of the Company's operations which the directors may authorize. No policyholders shall have any right to participate in the profits of the Company's operation unless or until the directors of the Company in the exercise of their discretion affirmatively authorize such participation and then only to the extent so authorized.

**Article IX.** These Articles may be amended in the manner authorized by law at the time of the amendment.

**In Witness Whereof,** General Casualty Company of Wisconsin has caused its corporate seal to be hereunto affixed and this Amended Articles of Incorporation to be signed by Jennifer J. Vernon, its Corporate Secretary.

General Casualty Company of Wisconsin

A handwritten signature in black ink, appearing to read "Jennifer J. Vernon", with a long horizontal flourish extending to the right.

Jennifer J. Vernon  
Corporate Secretary

**Exhibit B**

**GCCW Bylaws**

See attached.



**Article I**  
**Meeting of Shareholders**

- A. Annual Meeting – The Company shall hold an annual meeting of shareholders as follows:
1. The meeting shall be held at the principal office of the Company or at such other location in or outside the State of Wisconsin as designated in the notice for the annual meeting.
  2. The purpose of the meeting shall be to elect directors and to transact such business as may properly be brought before the meeting.
  3. The meeting shall be held during the first quarter of the year, or at such time as designated by the Directors.
- B. Special Meetings – The Company may hold special meetings of the shareholders as follows:
1. Special meetings may be called by the written request of the holders of at least twenty-five percent (25%) of the capital stock of the Company entitled to vote on the issues to be considered or may be called by the Board of Directors or the President.
  2. Special meetings of the shareholders may be held at the principal office of the Company or at such other place in or outside the State of Wisconsin as may be designated in the notice.
  3. Only the business prescribed in the meeting notice shall be conducted at a special meeting.
- C. Notice of Meetings – The notice for the Annual or Special meetings of the shareholders shall be given by the President, Chairman of the Board or Corporate Secretary and shall be in accordance with the following:
1. The notice shall contain the date, time, place and purpose of the meeting and shall be provided not less than ten (10) nor more than fifty (50) days prior to the meeting.
  2. Notice shall be given by any lawful means of communications to each shareholder of record as determined in accordance with Article I Section H.
  3. A shareholder may waive any notice required by these Bylaws, the Articles of Incorporation, or applicable statutes. The waiver shall be in writing and signed by the shareholder entitled to the notice. The waiver shall be delivered to the Company and included in the corporate records.
  4. If an annual or special shareholders meeting is adjourned to a different date, time or place, the Company is not required to give notice of the change provided the change was announced at the meeting before the adjournment.
- D. Shareholders List for Meeting – A complete list of the shareholders entitled to vote at a scheduled meeting shall be prepared by the Corporate Secretary or other officer of the Company having charge of the stock ledger. The list shall be arranged by class or series of shares and show the address of and number of shares held by each shareholder. The list shall be maintained open to inspection by any shareholder or shareholder's designee during ordinary business hours beginning on the day notice of the meeting is given and continuing through the meeting at the Company's principal office or at the place where the meeting will be held.

- E. Voting Entitlement – Each issued and outstanding share, regardless of class, shall be entitled to one vote on each matter voted on at a shareholders meeting.
- F. Proxies – A shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, either personally or by their attorney in fact. The appointment shall be effective for a period of eleven (11) months beginning when received by the Corporate Secretary or other officer or agent of the Company authorized to tabulate votes, unless otherwise stated in the appointment.
- G. Quorum and Voting Requirements – A quorum for all meetings of shareholders shall consist of a majority of the holders of record of the issued and outstanding shares of stock of the Company, entitled to vote at the meeting whether present in person or by proxy. Except as otherwise required by statute, the Articles of Incorporation or these Bylaws, any matters coming before any meeting of the shareholders shall be approved if the number of votes cast in favor of the action exceed the number of votes cast against the action.
- H. Record Date – The record date for determining shareholders entitled to vote at any meeting or adjournment thereof shall be the close of business on the day before notice is given.
- I. Closing Transfer Books – The Board of Directors shall be authorized to close the stock transfer books of the Company for a period not exceeding fifty (50) days preceding the date of any meeting of shareholders in which consent of the shareholders must be obtained, including the payment of dividends and the allotment of the rights of conversion or exchange of capital stock. In lieu of closing the stock transfer books, the Board of Directors may fix a date, not exceeding fifty (50) days preceding the date of any meeting of the shareholders as a record date. Only shareholders who are record holders on the date so fixed shall be entitled to notice of and to vote at any such meetings or adjournment thereof or to receive payment of dividend or allotment of rights, notwithstanding any transfer of shares of stock on the books of the Company after such record date.
- J. Action Without Meeting – Any action required or permitted to be taken at any meeting of the Shareholders may be taken without a meeting if action on the matter cannot be held over until the next annual meeting of the Shareholders. All such actions must be evidenced by one or more written consents describing the action taken, signed by each Shareholder having the right to vote on the proposed action and filed in the minutes of proceedings of the Shareholders.

## **Article II**

### **Directors**

- A. Number and Qualifications – The property, affairs and business of the Company shall be managed by its Board of Directors. The Board of Directors shall consist of at least three (3) members. The Board of Directors shall determine the size of the Boards. All directors shall be at least eighteen (18) years of age and the majority of members of the Board of Directors shall be citizens and residents of the United States of America.
- B. Election – All directors shall be elected at the annual meeting of the shareholders by plurality vote. All directors shall be elected for one year terms and will remain in place until their successors are duly elected and qualified, or until their earlier death, resignation or removal.
- C. Chairman of the Board – The Chairman of the Board shall be elected by the Board of Directors. The Chairman of the Board shall preside at all meetings of the shareholders and Directors; discharge all the duties which devolve upon a presiding officer and perform such other duties as these Bylaws provide, or the Board of Directors may prescribe.

- D. Vacancy on Board – If a vacancy occurs on the Board of Directors, the remaining directors may elect a successor to fill the unexpired term. If the directors remaining in office constitute less than a quorum of the authorized number of directors, a vacancy may be filled by an affirmative vote of a majority of all directors remaining in office.
- E. Removal of Director – The shareholders may remove one or more directors with or without cause, in accordance with the following requirements:
- 1) A director may be removed by the shareholders only at a special meeting of the shareholders called in accordance with these Bylaws. Notice of the meeting shall state that at least one of the purposes of the meeting is removal of the director.
  - 2) The director shall be removed by an affirmative vote of the holders of the majority of all the shares of stock outstanding and entitled to vote for the election of directors.
  - 3) A successor may be elected by the shareholders at this special meeting. If the vacancy is not filled at the meeting, the Board of Directors may fill the vacancy in accordance with the provisions of Section D of this Article.
  - 4) A director that is an employee of the Company will be automatically resigned from the Board when they cease to be an employee of the Company or an affiliated company.
- E. Meetings – The Board of Directors may hold regular and special meetings in or outside this state, in accordance with the following:
1. The Board of Directors shall have one regularly scheduled meeting during each quarter of the year as set by the Board of Directors. Notice need not be given for regular meetings.
  2. Special meetings may be held at any time upon notice from the President, Chairman of the Board or a Chairman of the Executive Committee or a majority of the directors by any lawful means of communication provided at least forty-eight (48) hours before such meeting.
  3. A meeting of the Board of Directors may be held without notice immediately following the annual meeting of shareholders.
  4. Meetings may be held at any time without notice if all the directors are present, or if at any time before or after the meeting those not present waive notice of the meeting in writing.
  5. The Board of Directors may permit any or all Directors to participate in regular and special meetings of the Board by, or to conduct the meeting through the use of, any means of communication by which any of the following occurs:
    - a. All participating Directors may simultaneously hear each other during the meeting; and
    - b. All communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors.
- F. Quorum – A quorum of the Board of Directors shall consist of a majority of the duly elected and qualified directors. If a quorum is not present at any meeting of the directors, a majority of those present may adjourn the meeting, without further notice, until a quorum shall be obtained. Except as otherwise required by statute, the Articles of Incorporation or these Bylaws, an affirmative vote of no less than a majority of the Directors then in office shall be required to

constitute an action of the Board.

- G. Indemnification – Officers and directors of the Company shall be indemnified in accordance with the following requirements:
1. The Company shall indemnify all officers and directors against any and all liability and expenses incurred in any suit, proceeding or other action to which the director or officer becomes a party because of such position with the company unless the liability was incurred because the director or officer breached or failed to perform a duty that was owed to the Company and the breach or failure constituted any of the following:
    - a. A willful failure to deal fairly with the Company or its shareholders in connection with the matter in which the director or officer had a material conflict of interest;
    - b. A violation of a criminal law unless the director or officer had reasonable cause to believe that the conduct was lawful or no reasonable cause to believe that the conduct was unlawful;
    - c. A transaction from which the director or officer derived an improper personal profit; or
    - d. Willful misconduct.
  2. Unless otherwise provided by written agreement between the Company and the officer or director seeking indemnification, the right to indemnification shall be determined by a majority vote of the directors who are not at the time parties to the same or related proceeding.
  3. In cases where the Company is providing indemnification, the Company shall have the right to select counsel and direct the actions in the pending matter.
- H. Action Without Meeting – Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if action on the matter cannot be held over until the next regular meeting of the Board of Directors. All such actions must be evidenced by one or more written consents describing the action taken, signed by each director or committee member and filed in the minutes of proceedings of the Board of Directors or committee.
- I. Compensation of Directors – Directors may be allowed a fixed sum and expenses for attendance at regular and special meetings of the Board of Directors. Serving as a director shall not preclude any director from serving the Company in any other capacity and receiving compensation for such service. Members of standing committees and others who attend meetings pursuant to the direction of the Board may be allowed the same fixed sum and expenses for attending the meetings.

### **Article III Committees**

- A. Appointment of Committees – By resolution passed by at least a majority of the Board of Directors, the Board of Directors may appoint committees for any lawful purpose. Each committee so appointed shall consist of at least three (3) directors. The powers of such committees shall be as specified in the resolution appointing the committee.
- B. Committee Vacancies – Vacancies occurring in any committee for any reason shall be filled by the Board of Directors. The Board of Directors may provide by resolution that any vacancies on

the committee shall be filled by the affirmative vote of a majority of the remaining committee members.

- C. Committee Operations – Each committee shall fix its own rules of procedure and shall meet where and as provided by such rules or by resolution of the Board. The presence of a majority shall be necessary to constitute a quorum for the transaction of business. All votes of the committee shall be by affirmative vote of a majority of members present. Any action that may be taken by any committee at a meeting may be taken without a meeting if the consent is in writing, setting forth the action to be taken, and signed by all members of the committee.
- D. Report to the Board – All action of any committee shall be reported to the Board of Directors at its next meeting.
- E. Expenses – Members of committees duly appointed by the Board of Directors shall not receive salary for their services to the committee. The Board may pay fixed fees and expenses for attendance at any committee meetings. Nothing contained herein shall be construed to preclude any member of a committee from serving the Company in any other capacity as an officer, agent or otherwise and receiving compensation.

#### **Article IV Officers**

- A. Appointment of Officers – The Board of Directors shall appoint officers of the Company as it deems appropriate. At a minimum, the Board of Directors shall appoint a President, Treasurer and Corporate Secretary. Any two offices may be held by the same person except the office of President and Corporate Secretary and the offices of President and Vice President. However, no officer may act in more than one capacity on behalf of the Company where action by two or more officers is required.
- B. Resignation and Removal of Officers – Any officer may be removed from office, with or without cause, at any time by the Board of Directors. An officer may resign at any time by delivering notice to the Company. The resignation is effective when the notice is delivered unless the notice specifies a later effective date. Officers will be automatically resigned from Office when they cease to be employees of the Company or an affiliated company.

#### **Article V Duties of Officers**

- A. President – The president shall:
  - 1. Have general charge and control of all the business and affairs of the Company.
  - 2. Preside at all meetings of the shareholders and in the absence of the Chairman of the Board, at the meetings of the Board of Directors;
  - 3. From time to time secure information concerning the business and affairs of the Company and promptly provide such information to the Board of Directors;
  - 4. Along with the Chairman of the Board and Corporate Secretary, shall have full power and authority to attend and to act at any meetings of shareholders of any corporation in which the Company may hold stock. The President may give a proxy in the name of the Company to any other person or persons who may vote the stock and exercise all rights; and

5. Have such other duties and powers as may be assigned from time to time by the Board of Directors.
- B. Treasurer – The treasurer shall:
1. Have custody of all funds and securities of the Company;
  2. Endorse and deposit on behalf of the Company all checks, notes and other obligations to the credit of the Company at such banks as designated by the Board of Directors;
  3. Keep a full and accurate account of monies received and paid on behalf of the Company;
  4. Render an account of all transactions and the financial condition of the Company as requested by the Board of Directors;
  5. Provide a bond for the faithful discharge of the treasurer's duties when requested by the Board of Directors; and
  6. Perform all tasks incident to the position of treasurer and as assigned from time to time by the Board of Directors.
- C. Corporate Secretary – The Corporate Secretary shall:
1. Give or cause to be given notice of all meetings of shareholders and directors;
  2. Attend and keep records of all votes and proceedings occurring at all shareholder, Board of Director and committee meetings as required;
  3. Take an oath for the faithful discharge of duties; and
  4. Perform such other duties as may be assigned from time to time by the Board of Directors.
- D. Absence or Inability of Officer – In the case of absence or inability of an officer to act, the Board of Directors may from time to time delegate the powers of such officer to one of the other officers or directors or any other person they select.

## **Article VI**

### **Certificates of Stock**

- A. Certificates – The interest of each shareholder of the Company shall be evidenced by stock certificates signed by the President and Corporate Secretary, prepared in a manner consistent with the Articles of Incorporation which shall, at a minimum state:
1. The name of the Company and its State of incorporation;
  2. The number and class of shares represented by the certificate; and
  3. The name of the person to whom the certificate is issued.
- B. Transfer of Shares – The stock of the Company shall be transferred by the registered holder of the certificate or by an attorney authorized by the holder by a duly executed power of attorney filed with the Corporate Secretary or a transfer clerk or agent appointed as provided in Section D of this Article. The person in whose name the shares of stock are registered on the books of the Company shall be deemed to be owner for all corporate purposes. The Board may make

such additional rules and regulations as it deems appropriate regarding transfer and registration of certificates for shares of capital stock of the Company.

- C. Lost Certificate – In the event a certificate of stock of the Company is alleged to have been lost, destroyed or stolen, no new certificate shall be issued unless evidence can be delivered to the Company showing such loss, destruction or theft. In the event a duplicate certificate is issued, the Board of Directors may require a bond of indemnity in an amount not exceeding twice the value of the shares represented by the certificate.
- D. Transfer Clerks or Agents – The Board of Directors may appoint one or more transfer clerks or agents and may require all certificates of shares to bear the signature or signatures of any of them.

## **Article VII**

### **Corporate Records**

- A. Required Records – The Company shall keep a permanent record of the actions and proceedings of the shareholders, Board of Directors and committees of the Board.
- B. Inspection of Records – Shareholders shall be allowed to inspect and copy the records of the Company to the extent allowed by statute or Board resolution