Exhibit A

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of October 5, 2018, by and among National Insurance Company of Wisconsin, Inc., a Wisconsin stock insurance corporation ("Company"), National Services, Inc., a Wisconsin corporation ("Seller"), Wilmington Holdings Corporation, a Delaware corporation ("Parent"), and Wilmington Insurance Company, Inc., a Delaware stock insurance corporation and a wholly-owned subsidiary of Parent ("WIC").

RECITALS

WHEREAS, Seller owns all of the issued and outstanding capital stock of Company;

WHEREAS, each of Seller, Company, Parent, and WIC desire, following the satisfaction or waiver of the conditions set forth in Article 7, to effect the Merger upon the terms and conditions set forth in this Agreement pursuant to which WIC shall be merged with and into Company, with Company as the surviving entity in the Merger;

WHEREAS, the Boards of Directors of each of Seller, Company, Parent, and WIC have each approved and declared advisable this Agreement, the Merger and the Transactions contemplated hereby and determined that it is advisable and in the best interests of their respective companies and shareholders to consummate the Merger and such Transactions on the terms and conditions set forth in this Agreement; and

WHEREAS, each of Seller, Company, Parent, and WIC desire to make certain representations, warranties, covenants and agreements in connection with the Transactions and also to prescribe various conditions to the Transactions, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

ARTICLE 1
THE MERGER

1.1 The Merger.

(a) At the Effective Time, WIC shall be merged with and into Company (the "Merger") in accordance with the Chapter 611 of the Wisconsin Statutes (the "Wisconsin Insurance Law") and the Delaware General Corporation Law (8 *Del. C.* § 101 *et seq.*) (the "DGCL"), and upon the terms and conditions set forth in this Agreement, whereupon the separate existence of WIC shall cease and Company shall continue as the surviving corporation (the "Surviving Corporation"). As a result of the Merger, the Surviving Corporation shall be a wholly-owned subsidiary of Parent. The Merger and other transactions provided for in this Agreement are referred to herein as the "Transactions." References herein to "Company" with respect to the period from and after the Effective Time shall be deemed to be references to the Surviving Corporation.

(b) The Merger shall have the effects set forth herein and in the applicable provisions of the Wisconsin Insurance Law and the DGCL. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all the rights, powers and privileges and be subject to all of the obligations, liabilities and duties of Company and WIC, as provided under the Wisconsin Insurance Law and the DGCL.

1.2 Closing. The closing of the Merger (the "Closing") shall take place via the exchange of electronic documents and signature pages, as soon as practicable (and, in any event, within three (3) Business Days) after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth in Article 7 (except for any conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction of such conditions or waiver by the party entitled to waive such conditions at the Closing) or at such other time and place as Parent and Seller shall agree. The date upon which the Closing occurs is referred to herein as the "Closing Date."

1.3 Effective Time.

(a) On the Closing Date, Company, Parent and WIC shall file articles of merger relating to the Merger with the Wisconsin Office of the Commissioner of Insurance (the "Wisconsin Articles of Merger") and shall file a Certificate of Merger with the Delaware Secretary of State (the "Delaware Certificate of Merger"), to the extent required by and in accordance with the relevant provisions of the Wisconsin Insurance Law and the DGCL, and shall make all other filings or recordings required under the Wisconsin Insurance Law and the DGCL.

(b) The Merger shall become effective at the time the Wisconsin Articles of Merger and the Delaware Certificate of Merger shall have been duly filed, or such later time as Seller and Parent shall agree and specify in the Wisconsin Articles of Merger and the Delaware Certificate of Merger (such time as the Merger becomes effective being the "Effective Time").

1.4 Surviving Corporation Charter and Bylaws. From and after the Effective Time, the articles of incorporation of Company, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law. From and after the Effective Time, the bylaws of WIC, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation (except that the name of the Surviving Corporation shall be reflected therein as "Wilmington Insurance Company, Inc.") until thereafter changed or amended as provided therein or by applicable Law.

1.5 Directors and Officers of the Surviving Corporation. From and after the Effective Time, until their successors are duly elected or appointed and qualified in accordance with the articles of incorporation and bylaws of the Surviving Corporation, (a) the directors of WIC immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and (b) the officers of WIC immediately prior to the Effective Time shall be the officers of the Surviving Corporation, serving in like capacity.

1.6 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of Seller, Company, Parent, WIC, or any other Person, each of the following shall occur:

(a) Common Stock. Each share of Company's common stock, $1,000 par value ("Common Stock"), issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be cancelled and converted into and represent the right to receive an amount in cash, without interest, equal to the Closing Merger Consideration Per Share, payable at the time and in the manner specified in this Agreement.

(b) Company Treasury Stock. Each share of Common Stock that is authorized but unissued, or that is held in the treasury of Company, immediately prior to the Effective Time shall be cancelled.

(c) WIC Stock. Each share of common stock, par value $100 per share, of WIC issued and outstanding immediately prior to the Effective Time shall be converted into one (1) fully paid and non-assessable share of common stock, par value $100 per share, of the Surviving Corporation.

1.7 Closing Deliveries; Closing Merger Consideration.

(a) Immediately prior to the Closing, Company shall declare and pay a dividend to Seller in the amount of Five Million Five Hundred Thousand Dollars ($5,500,000), or such lesser amount as may be approved by the Wisconsin Office of the Commissioner of Insurance (the "WI OCI") (such amount, the "Pre-Closing Distribution").

(b) At the Closing:

(i) Parent shall pay to Seller, by check or wire transfer of immediately available funds, an amount equal to the Closing Merger Consideration (that is, $8,500,000), minus the amount of any Transaction Expenses, minus the Pre-Closing Distribution (that is, $5,500,000 or such lesser amount as may be approved by the WI OCI), and minus the Holdback Amount (that is, $1,000,000) (such amount, the "Parent Payment"). The sole source of funds for the Parent Payment will be one or more dividends to be made to Parent prior to the Closing by WIC, or to Parent following the Closing by the Surviving Corporation, in each case as and to the extent approved by the Delaware Department of Insurance (the "DE DOI"). If the DE DOI does not approve dividends from WIC or the Surviving Corporation in amounts sufficient for Parent to pay the full amount of the Parent Payment at the Closing, then Parent shall pay to Seller, by check or wire transfer of immediately available funds, the amounts approved by the DE DOI, and shall deliver to Seller a promissory note with an initial principal amount equal to the difference between the Parent Payment and the amounts of such dividends as are approved by the DE DOI, and in the form attached hereto as Exhibit A (the "Promissory Note").

(ii) Seller shall deliver to Parent any and all stock certificates representing all of the issued and outstanding shares of Common Stock immediately prior to the Effective Time.

(iii) The consideration paid by Parent as set forth in Section 1.7(b)(i), together with the Pre-Closing Distribution (if any) and the payment, if any, of the Holdback Amount in accordance with Section 1.8 or Section 1.9, shall be deemed to be full payment and satisfaction of all rights pertaining to the Common Stock immediately prior to the Effective Time (subject to any other rights of the Seller under this Agreement).

(iv) The stock transfer books of Company shall be closed and no transfer of any shares of Common Stock that were outstanding immediately prior to the Effective Time shall be made thereafter on the records of Company.

1.8 Future Payments. Subject to Section 1.9, following the Closing, Parent shall pay to Seller the Holdback Amount, as follows:

(a) As soon as reasonably practicable following the third (3rd), fourth (4th), and fifth (5th) anniversaries of the Closing, but in any event no later than three (3) days thereafter, Parent shall order and pay for an actuarial analysis of the long-term care insurance policies issued by Company prior to the Closing, to determine the reserve amount that reflects current case reserves as well as reserves for claims that have been Incurred But Not Reported with respect to such long-term care policies (the "Required Reserve Amount"). Such actuarial analysis will be performed by United Health Actuarial Services, Inc., or if such entity is not then in existence, by such independent actuary as Parent and Seller may reasonably agree (United Health Actuarial Services, Inc. or such other independent actuary, the "Independent Actuary").

(b) The Required Reserve Amount reflected in the report of the Independent Actuary shall be compared to the amount then existing in the trust account related to those long-term care policies issued by Company that are reinsured by Ability Insurance Company ("Ability") (such amount, the "Trust Account Amount").

(c)

(i) If, with respect to the actuarial analysis following the third (3rd) anniversary of the Closing, the Trust Account Amount is equal to or greater than the Required Reserve Amount, then Parent shall pay fifty percent (50%) of the Holdback Amount (the "First Holdback Release Amount") to Seller by check or wire transfer of immediately available funds.

(ii) If, with respect to the actuarial analysis following the fourth (4th) anniversary of the Closing, the Trust Account Amount is equal to or greater than the Required Reserve Amount, then Parent shall pay twenty-five percent (25%) of the Holdback Amount (the "Second Holdback Release Amount") to Seller by check or wire transfer of immediately available funds.

(iii) If, with respect to the actuarial analysis following the fifth (5th) anniversary of the Closing, the Trust Account Amount is equal to or greater than the Required Reserve Amount, then Parent shall pay twenty-five percent (25%) of the Holdback Amount (the "Third Holdback Release Amount") to Seller by check or wire transfer of immediately available funds.

(d)

(i) If, with respect to the actuarial analysis following the third (3rd) anniversary of the Closing, the Trust Account Amount is less than the Required Reserve Amount, but greater than the amount by which the Required Reserve Amount exceeds the First Holdback Release Amount, then Parent shall (1) pay to Seller, by check or wire transfer of immediately available funds, an amount equal to the amount by which the First Holdback Release Amount exceeds the difference between the Required Reserve Amount, minus the Trust Account Amount and (2) retain the remainder of the First Holdback Release Amount (such retained amount, the "First Holdback Retained Amount"). By way of example only, if the Required Reserve Amount is $500,000 and the Trust Account Amount is $400,000, then Parent shall pay to Seller, by check or wire transfer of immediately available funds, $400,000 (such amount being $500,000 – [$500,000 - $400,000]) and the retained $100,000 shall be the "First Holdback Retained Amount".

(ii) If, with respect to the actuarial analysis following the fourth (4th) anniversary of the Closing, the Trust Account Amount is less than the Required Reserve Amount, but greater than the amount by which the Required Reserve Amount exceeds the sum of the Second Holdback Release Amount, plus the First Holdback Retained Amount, if any (such sum, the "Available Second Holdback Amount"), then Parent shall (1) pay to Seller, by check or wire transfer of immediately available funds, an amount equal to the amount by which the Available Second Holdback Amount exceeds the difference between the Required Reserve Amount, minus the Trust Account Amount and (2) retain the remainder of the Available Second Holdback Amount (such retained amount, the "Second Holdback Retained Amount"). By way of example only, if the Available Second Holdback Amount is $350,000 (such amount being the Second Holdback Release Amount plus the First Holdback Retained Amount), the Required Reserve Amount is $500,000, and the Trust Account Amount is $400,000, then Parent shall pay to Seller, by check or wire transfer of immediately available funds, $250,000 (such amount being $350,000 – [$500,000 - $400,000]) and the retained $100,000 shall be the "Second Holdback Retained Amount".

(iii) If, with respect to the actuarial analysis following the fifth (5th) anniversary of the Closing, the Trust Account Amount is less than the Required Reserve Amount, but greater than the amount by which the Required Reserve Amount exceeds the sum of the Third Holdback Release Amount, plus the Second Holdback Retained Amount, if any (such sum, the "Available Third Holdback Amount") then Parent shall (1) pay to Seller, by check or wire transfer of

immediately available funds, an amount equal to the amount by which the Available Third Holdback Amount exceeds the difference between the Required Reserve Amount, minus the Trust Account Amount and (2) retain the remainder of the Available Third Holdback Amount. By way of example only, if the Available Third Holdback Amount is $350,000 (such amount being the Third Holdback Release Amount plus the Second Holdback Retained Amount), the Required Reserve Amount is $500,000, and the Trust Account Amount is $400,000, then Parent shall pay to Seller, by check or wire transfer of immediately available funds, $250,000 (such amount being $350,000 – [$500,000 - $400,000]).

(e)

(i) If, with respect to the actuarial analysis following the third (3rd) anniversary of the Closing, the Trust Account Amount is equal to or less than the Required Reserve Amount minus the First Holdback Release Amount, then Parent shall retain the entire First Holdback Release Amount, and such retained amount shall be treated hereunder as the First Holdback Retained Amount. For the avoidance of doubt, in such instance, Seller shall have no obligation to pay to Parent or any other Person the amount by which the Trust Account Amount is less than the Required Reserve Amount minus the First Holdback Release Amount. By way of example only, if the Required Reserve Amount is $1,000,000 and the Trust Account Amount is $400,000, then Parent shall retain the full amount of the First Holdback Release Amount and Seller shall have no obligation or liability to Parent or any other Person with respect to the $100,000 difference between the (x) Required Reserve Amount ($1,000,000) and (y) the sum of the Trust Account Amount ($400,000) and the First Holdback Release Amount ($500,000).

(ii) If, with respect to the actuarial analysis following the fourth (4th) anniversary of the Closing, the Trust Account Amount is equal to or less than the Required Reserve Amount minus the sum of the Second Holdback Release Amount, plus the First Holdback Retained Amount, if any (such sum, again, the "Available Second Holdback Amount"), then Parent shall retain the entire Available Second Holdback Amount, and such retained amount shall be treated hereunder as the Second Holdback Retained Amount. For the avoidance of doubt, in such instance, Seller shall have no obligation to pay to Parent or any other Person the amount by which the Trust Account Amount is less than the Required Reserve Amount minus the Available Second Holdback Amount. By way of example only, if the Available Second Holdback Amount is $350,000, the Required Reserve Amount is $1,000,000, and the Trust Account Amount is $600,000, then Parent shall retain the full amount of the Available Second Holdback Amount and Seller shall have no obligation or liability to Parent or any other Person with respect to the $50,000 difference between the (x) Required Reserve Amount ($1,000,000) and (y) the sum of the Trust Account Amount ($600,000) and the Available Second Holdback Amount ($350,000).

(iii) If, with respect to the actuarial analysis following the fifth (5th) anniversary of the Closing, the Trust Account Amount is equal to or less than the Required Reserve Amount minus the sum of the Third Holdback Release Amount, plus the Second Holdback Retained Amount, if any (such sum, again, the "Available Third Holdback Amount"), then Parent shall have no obligation to pay any amount of the Available Third Holdback Amount to Seller. For the avoidance of doubt, in such instance, Seller shall have no obligation to pay to Parent or any other Person the amount by which the Trust Account Amount is less than the Required Reserve Amount minus the Available Third Holdback Amount. By way of example only, if the Available Third Holdback Amount is $250,000, the Required Reserve Amount is $1,000,000, and the Trust Account Amount is $650,000, then Parent shall retain the full amount of the Available Third Holdback Amount and Seller shall have no obligation or liability to Parent or any other Person with respect to the $100,000 difference between the (x) Required Reserve Amount ($1,000,000) and (y) the sum of the Trust Account Amount ($650,000) and the Available Third Holdback Amount ($250,000).

(f) Any payment of the Holdback Amount pursuant to this Section 1.8 shall be made by Parent to Seller no later than ten (10) days following the date of the applicable report of the Independent Actuary.

1.9 Ability Insurance Company. The parties acknowledge and agree that, in connection with this Agreement and the Transaction contemplated hereby, the WI OCI may prefer or require that Ability cease to be the reinsuring party with respect to the long-term care policies issued by the Company. In the event that, in connection with this Agreement and the Transaction contemplated hereby, Ability ceases to be the reinsuring party with respect to such long-term care policies, then, notwithstanding Section 1.7(b) and Section 1.8, as soon as practicable following such cessation, but in any even no later than three (3) days thereafter, Parent shall order and pay for an actuarial analysis by the Independent Actuary of the long-term care insurance policies issued by Company prior to the Closing, to determine the then-Required Reserve Amount. The parties agree to work together in good faith to facilitate the actuarial analysis by the Independent Actuary such that the actuarial analysis be conducted in a manner similar to the past practices of such analysis when conducted by Ability. The Required Reserve Amount reflected in the report of the Independent Actuary shall be compared to either the Trust Account Amount, or, if lesser, the amount of the Trust Account Amount actually returned by Ability to Company or the Surviving Corporation (the "Returned Trust Amount").

(a) If the Returned Trust Amount is equal to or greater than the then-Required Reserve Amount, then Parent shall pay the entirety of the Holdback Amount to Seller by check or wire transfer of immediately available funds.

(b) If the Returned Trust Amount is less than the then-Required Reserve Amount, but greater than the amount by which the then-Required Reserve Amount exceeds the Holdback Amount, then Parent shall pay to Seller, by check or wire transfer of immediately available funds, an amount equal to the amount by which the Holdback Amount exceeds the difference between the then-Required Reserve Amount, minus the

Returned Reserve Amount. Parent shall have no obligation to pay the remaining amount of the Holdback Amount to Seller.

(c) If the Returned Trust Amount is equal to or less than the then-Required Reserve Amount minus the Holdback Amount, then Parent shall have no obligation to pay any amount of the Holdback Amount to Seller. For the avoidance of doubt, in such instance, Seller shall have no obligation to pay to Parent or any other Person the amount by which the Returned Trust Amount is less than the then-Required Reserve Amount minus the Holdback Amount.

(d) Any payment of the Holdback Amount pursuant to this Section 1.9 shall be made by Parent to Seller no later than ten (10) days following the date of the applicable report of the Independent Actuary.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF SELLER

2.1 Organizational Matters. Seller is a corporation duly organized, validly existing and of active status under the laws of the State of Wisconsin and has the requisite corporate power and authority to own or lease all of its assets and properties and to carry on its business as it is now being conducted.

2.2 Authority; Execution and Delivery; Enforceability.

(a) Seller has all necessary corporate power and authority to execute and deliver this Agreement, to perform and comply with each of its obligations under this Agreement and to consummate the Transactions applicable to Seller. The execution and delivery by Seller of this Agreement, the performance and compliance by Seller with each of its obligations herein and the consummation by Seller of the Transactions applicable to it have been duly authorized by all necessary corporate action on the part of Seller, and no other corporate proceedings on the part of Seller and no shareholder votes are necessary to authorize this Agreement or the consummation by Seller of the Transactions to which it is a party. Seller has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Company, Parent and WIC of this Agreement, this Agreement constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Board of Directors of Seller (the "Seller Board"), by written consent and/or at a meeting duly called and held, unanimously adopted resolutions (i) approving this Agreement and the consummation of the Transactions upon the terms and subject to the conditions set forth in this Agreement; and (ii) determining that the terms of the Agreement, the Merger and the other Transactions are fair to, and in the best interests of, Seller.

2.3 Title. Seller has, and at the Closing will deliver to Parent, good and marketable fee title to all of the issued and outstanding shares of Common Stock immediately prior to the Effective Time, free and clear of all Liens.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF COMPANY

Except as set forth in the Company Disclosure Schedule, Company hereby represents and warrants to Parent that the following statements are true and correct as of the date hereof and shall be true and correct as of the Closing:

3.1 Organizational Matters.

(a) Company is a corporation duly organized, validly existing and of active status under the laws of the State of Wisconsin and has the requisite corporate power and authority to own or lease all of its assets and properties and to carry on its business as it is now being conducted.

(b) Company is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary. Section 3.1(b) of the Company Disclosure Schedule sets forth a list of Company's jurisdiction of incorporation or formation and each jurisdiction in which it is licensed or qualified to do business.

(c) There are no corporations, partnerships, joint ventures, associations or other entities in which Company owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same. The copies of the articles of incorporation of Company (the "Company Articles") and bylaws of Company (the "Bylaws") made available to Parent are correct and complete copies of such documents as in effect as of the date of this Agreement. Company is not in violation of any of the provisions of the Company Articles or the Bylaws.

3.2 Capitalization. The authorized capital stock of Company consists of 200 shares of Common Stock. Section 3.2 of the Company Disclosure Schedule sets forth the number of shares of Common Stock (other than treasury shares) currently issued and outstanding, all of which were validly issued, fully paid, and nonassessable. Section 3.2 of the Company Disclosure Schedule sets forth a list of all of Company's stockholders, together with the number of shares of Common Stock held by such stockholders. There are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Company is a party or by which Company is bound relating to the issued or unissued capital stock of Company, or securities convertible into or exchangeable for such capital stock, or obligating Company to issue or sell any shares of its capital stock, or securities convertible into or exchangeable for such capital stock of, Company. There are no bonds, debentures, notes or other Indebtedness of Company having the right to vote on any matters on which the stockholders of Company may vote. Except as set forth in Section 3.2 of the Company Disclosure Schedule, Company is not a party to any voting agreement with respect to the voting of any capital stock of Company.

3.3 Authority; Execution and Delivery; Enforceability.

(a) Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform and comply with each of its obligations under this Agreement and, subject to the receipt of the Stockholder Approval, to consummate the Transactions applicable to Company. The execution and delivery by Company of this Agreement, the performance and compliance by Company with each of its obligations herein and the consummation by Company of the Transactions applicable to it have been duly authorized by all necessary corporate action on the part of Company, subject to receipt of the Stockholder Approval, and no other corporate proceedings on the part of Company and no other shareholder votes are necessary to authorize this Agreement or the consummation by Company of the Transactions to which it is a party. Company has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Seller, Parent and WIC of this Agreement, this Agreement constitutes Company's legal, valid and binding obligation, enforceable against Company in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Board of Directors of Company (the "Company Board"), by written consent and/or at a meeting duly called and held, unanimously adopted resolutions (i) approving this Agreement and the consummation of the Transactions upon the terms and subject to the conditions set forth in this Agreement; (ii) determining that the terms of the Agreement, the Merger and the other Transactions are fair to, and in the best interests of, Company and its stockholders; (iii) directing that this Agreement be submitted to the stockholders for adoption; (iv) recommending that the stockholders adopt this Agreement; and (v) declaring that this Agreement is advisable and in the best interests of Company and its stockholders.

(c) The only vote of holders of capital stock of Company necessary to adopt this Agreement is the adoption of this Agreement by the holders of a majority of the shares of Common Stock outstanding and entitled to vote thereon at a meeting or by written consent in accordance with the Company Articles, the Bylaws and applicable Law (the "Stockholder Approval").

3.4 No Conflicts.

(a) Assuming the accuracy of the representations and warranties of Parent set forth in Section 4.5, and except as set forth in Section 3.4 of the Company Disclosure Schedule, the execution and delivery of this Agreement by Company does not and will not, and the performance of this Agreement by Company and the consummation of the Transactions does not and will not: (i) conflict with or violate any provision of the Company Articles or the Bylaws; (ii) assuming the Stockholder Approval is obtained and that the filing of the Wisconsin Articles of Merger as required by the Wisconsin Insurance Law has been made, conflict with or violate any Law or Order applicable to Company or by which any property or asset of Company is bound or affected; or (iii) require any consent or approval under, result in any breach of, constitute a change of

control or default under or give to others any right of termination, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Company pursuant to, any Contract or Permit.

(b) The execution and delivery of this Agreement by Company does not and will not, and the consummation by Company of the Transactions and compliance by Company with any of the terms or provisions hereof does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity or any other Person, except the filing of the Wisconsin Articles of Merger as required by the Wisconsin Insurance Law and except as set forth in Section 3.4 of the Company Disclosure Schedule.

3.5 Financial Statements; Undisclosed Liabilities.

(a) Attached to Section 3.5(a) of the Company Disclosure Schedule are correct and complete copies of the following financial statements (the "Financial Statements"):

(i) the audited consolidated balance sheets of Company as of December 31, 2015, December 31, 2016 and December 31, 2017 and the related audited consolidated statements of income, stockholders equity and cash flows for the fiscal year then ended; and

(ii) the unaudited consolidated balance sheet of Company as of June 30, 2018 (the "Unaudited Balance Sheet") and the related unaudited statements of income and cash flows for the portion of Company's fiscal year then ended.

(b) The Financial Statements (i) have been prepared in accordance with SAP applied on a consistent basis throughout the periods covered thereby, subject, in the case of the Unaudited Balance Sheet, to the absence of footnotes and normal year-end adjustments, and (ii) fairly present, in all material respects, the financial position of Company as of the dates thereof and its results of operations and cash flows for the periods then ended. Except as set forth in Section 3.5(b) of the Company Disclosure Schedule, (a) Company has no Liabilities required by SAP applied on a basis consistent with past practice to be reflected or reserved against in the most recent balance sheet in the Financial Statements which were not provided for, (b) Company has no Liabilities of any nature (matured or unmatured, fixed or contingent) which were not required by SAP to be provided for in the most recent balance sheet in the Financial Statements except as incurred since January 1, 2018 in the ordinary course of business and which are not material in the aggregate or which otherwise do not exceed $50,000 in the aggregate, and (c) all reserves established by Company and set forth in the most recent balance sheet in the Financial Statements were prepared consistent with past practice.

3.6 Absence of Certain Changes or Events. Except as set forth in Section 3.6 of the Company Disclosure Schedule and except for this Agreement, since January 1, 2018, (a) Company has conducted its business in the ordinary course and in a manner consistent with past practice, (b) Company has not done any of the below-listed actions and (c) there has not

been any change, event, development, condition or occurrence that, individually or in the aggregate, has had or could reasonably be expected to have a Company Material Adverse Effect:

(a) Terminated or modified any insurance policies identified on Section 3.17 of the Company Disclosure Schedule;

(b) Declared, accrued, set aside or paid any dividend or made any other distribution in respect of any shares of its Common Stock, or split, combined or reclassified any Common Stock or issued or authorized the issuance of any other securities in respect of, in lieu of or in substitution any Common Stock;

(c) Repurchased, redeemed or otherwise reacquired any shares of Common Stock, except as contemplated by this Agreement;

(d) Issued, delivered, sold, authorized, pledged or otherwise encumbered or proposed any of the foregoing with respect to, any shares of Common Stock, or subscriptions, rights, warrants or options to acquire any shares of Common Stock, or entered into other agreements or commitments of any character obligating it to issue any such Common Stock;

(e) Amended the Company Articles or the Bylaws or effected any recapitalization, reclassification of shares, stock split or reverse stock split;

(f) Formed any Subsidiary or acquired any equity interest or other interest in any other Person;

(g) Except as otherwise required by SAP, materially changed any of its method of accounting or accounting practices in any respect;

(h) Amended or terminated any Material Contract; or

(i) Allowed any Permit listed in Section 3.9 of the Company Disclosure Schedule to be or become other than in full force and effect and without restriction.

3.7 Legal Proceedings. Except as set forth in Section 3.7 of the Company Disclosure Schedule, there are no Proceedings pending or, to the Knowledge of Company, threatened, against Company. Except as set forth in Section 3.7 of the Company Disclosure Schedule, Company is not subject to or in default with respect to any Order.

3.8 Compliance with Laws Generally. Except as set forth in Section 3.8 of the Company Disclosure Schedule, (a) Company is, and at all times during the past six (6) years has been, in material compliance with all Laws and Orders applicable to Company or any assets owned or used by it, and (b) Company has not received any written communication, or to the Knowledge of Company, any other communication, during the past six (6) years from a Governmental Entity or any other Person that alleges that Company is not in compliance with any such Law or Order. Company is not subject to any Order which could reasonably be expected to have a Company Material Adverse Effect.

3.9 Permits. Section 3.9 of the Company Disclosure Schedule sets forth a complete list of all Permits, including state Certificates of Authority, that are necessary for the conduct of Company's business and the use of its properties and assets, as presently conducted and used, and each of the listed Permits is valid and in full force and effect. The operation of the business of Company as currently conducted is not in violation of, nor is Company in default or violation under, any Permit, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit. There are no actions pending or, to the Knowledge of Company, threatened, that seek the surrender, revocation, cancellation, restriction or modification of any Permit. In the past six (6) years, Company has not received written notice, or to the Knowledge of Company, any other communication, of any charge, claim or assertion, including any regulatory complaint, action or order alleging any violations of or noncompliance with any Permit nor to the Knowledge of Company, has any charge, claim or assertion been threatened.

3.10 Employee Benefit Plans.

(a) The Company does not sponsor any 401(k) plan or any other "employee benefit plan", as defined in Section 3(3) of ERISA. Except as set forth on Schedule 3.10 of the Disclosure Schedule, the Company does not have any other plan, policy, program, Contract, or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer or employee (or to any dependent or beneficiary thereof) of Company, that is maintained, sponsored or contributed to by Company or any of its ERISA Affiliates, or under which Company has any obligation or liability, including all incentive, bonus, deferred compensation, profit-sharing, pension, retirement, vacation, holiday, sick pay, cafeteria, fringe benefit, medical, disability, retention, severance, termination, change in control, stock purchase, stock option, stock appreciation, phantom stock, restricted stock or other equity-based compensation plans, policies, programs, practices or arrangements (each, a "Benefit Plan").

(b) Each Benefit Plan has been administered in accordance with its terms and all applicable Laws, including ERISA and the Code, in all material respects.

(c) No Proceeding is pending, or to the Knowledge of Company is threatened, against or with respect to any Benefit Plan, including any audit or inquiry by the IRS or United States Department of Labor (other than for routine benefits claims). To the Knowledge of Company, there is no reasonable basis for any such Proceeding. To the Knowledge of the Company, no Benefit Plan has within the six years prior to the date hereof been the subject of an examination, investigation or audit by a Governmental Entity.

3.11 Employee and Labor Matters.

(a) Except as set forth on Section 3.11 of the Company Disclosure Schedule, other than Scott Briscoe, there is no individual or entity currently employed by or otherwise performing services for Company. Section 3.11 of the Company Disclosure Schedule sets forth a brief description of Scott Briscoe's services to the Company and the Company's payment of compensation and other benefits to Scott Briscoe.

(b) Company is in material compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, payment or non-payment of wages and other compensation, affirmative action, working conditions, labor unions, and payment, non-payment, and/or provision of employee benefits.

3.12 Environmental Matters.

(a) Company (i) is in compliance with all applicable Environmental Laws, (ii) has and holds, or has applied for, all Environmental Permits necessary for the conduct of its business and the use of its properties and assets, as currently conducted and used, and (iii) is in compliance with its Environmental Permits.

(b) There are no Environmental Claims pending nor, to the Knowledge of Company, threatened against Company, and Company has not received any written notification of any allegation of responsibility for any Release of any Hazardous Materials in violation of Environmental Laws by Company.

(c) Company (i) has not entered into or agreed to any consent decree or consent order or is otherwise subject to any judgment, decree, or judicial or administrative Order relating to compliance with Environmental Laws or Environmental Permits, the investigation, remediation, or cleanup of Hazardous Materials, and no Proceeding is pending or, to the Knowledge of Company is threatened, with respect thereto, or (ii) is not an indemnitor by contract in connection with any claim, demand, suit or action asserted by any third-party for any liability under any Environmental Law. Company has made available to Parent or its advisors copies of all environmental reports, studies and audits that are in its possession or control to the extent related to the business of Company or its assets or the Leased Real Property.

3.13 Real Property. Company does not hold any Owned Real Property, and does not lease any Leased Real Property.

3.14 Tax Matters.

(a) All Tax Returns that are required to be filed by or with respect to Company have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are correct and complete in all material respects. All Taxes due and owing by Company (whether or not shown on any Tax Return) have been timely paid.

(b) Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and such withheld amounts were either timely paid to the appropriate taxing authority or set aside in accounts for such purpose and were reported to the appropriate taxing authority and to each such employee, independent contractor, creditor, stockholder or other third party, as required under Law.

(c) Company is not the subject of any currently ongoing Tax audit or other proceeding with respect to Taxes nor has any audit or other proceeding with respect to

Taxes been proposed against Company in writing, and any deficiencies asserted or assessments made as a result of any audit or other proceeding with respect to Taxes have been paid in full, are being contested in good faith, or adequate accruals or reserves for such deficiencies or assessments have been established.

(d) No written claim that has not been resolved has been made in writing by a taxing authority of a jurisdiction where Company has not filed Tax Returns that Company is or may be subject to taxation by that jurisdiction.

(e) Company has not constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local, or non-U.S. Law) or otherwise as part of a plan (or series of related transactions), within the meaning of Section 355(e) of the Code, that includes the Merger, in the six (6) years prior to the date of this Agreement.

(f) Company is not a party to any written Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement (other than an agreement with Company or any customary Tax indemnification provisions in ordinary course commercial agreements or arrangements that are not primarily related to Taxes) or has any liability for Taxes of any Person (other than Company) under U.S. Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law) or as transferee or successor.

(g) There are no Liens for Taxes upon any property or assets of Company, except for Permitted Liens.

(h) Company has not entered into any "listed transaction" within the meaning of U.S. Treasury Regulation Section 1.6011-4(b)(2) (or any similar provision of state, local or non-U.S. Law).

(i) Company has made available to Parent or its legal or accounting Representatives copies of all U.S. federal and state income Tax Returns for Company filed for all periods including and after the period ended December 31, 2015.

(j) Company has not, in the past six (6) years (i) filed any extension of time within which to file any Tax Returns that have not been filed, except in the ordinary course of business, (ii) entered into any agreement or other arrangement waiving or extending the statute of limitations or the period of assessment or collection of any Taxes, (iii) granted any power of attorney that is in force with respect to any matters relating to any Taxes, (iv) applied for a ruling from a taxing authority relating to any Taxes that has not been granted or has proposed to enter into an agreement with a taxing authority that is pending, (v) been issued any private letter rulings, technical advice memoranda or similar agreement or rulings by any taxing authority, or (vi) will be required to include any item of income or gain in, or be required to exclude any item of deduction of loss from, any period ending after the Closing Date as a result of any (A) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. Tax Law) entered into on or before the Closing Date, (B) installment sale or open

transaction made on or prior to the Closing Date, (C) election under Section 108(i) of the Code, or (D) prepaid amount received prior to the Closing Date.

(k) Company has not agreed to, formally requested, or is required to include any adjustment under Section 481 of the Code (or any corresponding provision of applicable state, local or non-U.S. Tax Law) by reason of a change in accounting method or otherwise that will extend beyond the Closing Date.

3.15 Material Contracts.

(a) The only Contracts to which Company is a party or by which Company or any of its assets or businesses are bound are: (i) that certain Amended and Restated Third Party Administrative Services Agreement by and among LifePlans, Inc., Company, and Ability Insurance Company dated June 20, 2011, as amended; (ii) that certain Administrative Services Agreement between Company and Madison National Life Insurance Company, Inc. dated October 1, 2015; (iii) that certain Automatic Long Term Care Reinsurance Agreement on a Coinsurance Basis by and between Company and Ability Insurance Company dated effective February 1, 2011; (iv) that certain Trust Agreement by and among Company, Ability Insurance Company, and The Bank of New York Mellon dated as of August 29, 2012; (v) that certain Automatic Long Term Care Reinsurance Agreement on a Coinsurance Basis by and between Company and Munich American Reassurance Company dated effective May 1, 2002; (vi) that certain Group Long Term Disability Reinsurance Agreement by and between Company and Reliance Standard Life Insurance Company dated effective January 1, 2013; (vii) that certain Amended and Restated Long Term Disability Quota Share Reinsurance Contract by and between Company and RGA Reinsurance Company dated effective January 1, 2010; (viii) an employment agreement between Company and Scott Briscoe; and (ix) the Intercompany Agreements (the "Material Contracts").

(b) Company has heretofore made available to Parent correct and complete copies of the Material Contracts.

(c) Except as set forth on Section 3.15(c) of the Company Disclosure Schedule, (i) each of the Material Contracts is valid, binding and in full force and effect and is enforceable by Company in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought, (ii) Company has performed all obligations required to be performed by it under the Material Contracts, and it is not in material breach or default thereunder and, to the Knowledge of Company, no other party to any Material Contract is (with or without notice or lapse of time, or both) in breach or default thereunder, (iii) in the past six (6) years, Company has not received written notice of any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Material Contract, and (iv) Company has not received any written notice of the intention of any party to cancel, terminate, or fail to renew any Material Contract.

3.16 Intellectual Property. To the Knowledge of Company, neither Company nor the conduct of its business is infringing, misappropriating, diluting, or otherwise violating the Intellectual Property of any Person. Company has not received any charge, complaint, claim, demand, or written notice alleging any such infringement, misappropriation, dilution, or violation (including any claim that Company must license or refrain from using any Intellectual Property Rights of any Person), and, to the Knowledge of the Company, no reasonable grounds for any such claims exist.

3.17 Insurance. Section 3.17 of the Company Disclosure Schedule sets forth a correct and complete list of all insurance policies (including policies providing casualty, liability, and workers compensation coverage, but excluding any Benefit Plans) issued to Company and to which Company is currently a party. All such insurance policies are in full force and effect, and, to the Knowledge of Company, have been issued by licensed insurers, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no written notice of cancellation or termination has been received with respect to any such policies. With respect to each such policy: (a) neither Company, nor to the Knowledge of Company, any other party to the policy is in material breach or default thereof (including with respect to the payment of premiums or the giving of notices), and, to the Knowledge of Company, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification or acceleration, under such policy, (b) there is no claim related to the business of the Company pending thereunder, or asserted any time in the past three (3) years, as to which coverage has been denied, (c) since the most recent renewal date of the policy, no notice of cancellation or non-renewal with respect to the policy has been received by Company, and (d) there are no pending claims with respect to such policies. Company is insured with respect to its assets and properties and the conduct of its business in such amounts and against such risks as are in its reasonable judgment sufficient for compliance with Law and as are adequate to protect its assets and properties and the conduct of its business.

3.18 Broker's Fees. Company has not employed any financial advisor, broker or finder or incurred any liability for any financial advisory fee, broker's fees, commissions or finder's fees in connection with any of the Transactions.

3.19 Tangible Assets. Company does not own or lease any buildings, improvements, equipment, inventory, or other tangible assets.

3.20 Transactions with Affiliates. Except as set forth in Section 3.20 of the Company Disclosure Schedule, no director, officer or other Affiliate of Company or, to the Knowledge of Company, any Person with whom any such director, officer or other Affiliate has any direct or indirect relation by blood, marriage or adoption, or, to the Knowledge of Company, any entity in which any such director, officer or other Affiliate, owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than three percent (3%) of the stock of which is beneficially owned by all such persons) has any interest in (a) any Material Contract with Company, or relating to the business of Company, including any Material Contract for or relating to Indebtedness of Company, or (b) any property, including Intellectual Property, used in the business of Company.

3.21 Uncollected Premiums. There are no uncollected premiums, agents' balances and deferred premiums and agents' balances (collectively, "Uncollected Premiums") reflected on the Financial Statements.

3.22 Bank Accounts. Section 3.22 of the Company Disclosure Schedule sets forth a complete and accurate list of (a) all bank accounts and safe deposit boxes in the name of Company and the names of all Persons authorized to draw thereon or to have access thereto, and (b) all investment accounts Company has with brokerage or other firms and the names of all Persons entitled to make investment decisions with respect to such accounts.

3.23 Guarantees. Except for this Agreement and as set forth in Section 3.23 of the Company Disclosure Schedule, Company is not a guarantor or otherwise liable for any liability or obligation (including Indebtedness) of any other Person, other than indemnification obligations which are set forth in Contracts, copies of which have been provide to Parent prior to the date hereof.

3.24 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS ARTICLE 3 (AS QUALIFIED BY THE COMPANY DISCLOSURE SCHEDULES), NONE OF THE COMPANY, THE SELLER NOR ANY OTHER PERSON HAS MADE OR MAKES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, ON BEHALF OF OR WITH RESPECT TO THE COMPANY, THE SELLER OR ANY OF THEIR RESPECTIVE ASSETS, LIABILITIES OR OPERATIONS.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PARENT AND WIC

Parent and WIC hereby represent and warrant to Seller that the following statements are true and correct as of the date hereof and shall be true and correct as of the Closing:

4.1 Organizational Matters. Each of Parent and WIC is a corporation duly organized, validly existing and, to the extent applicable, in good standing or equivalent status under the laws of the jurisdiction of its organization. The articles of incorporation of Parent and bylaws of Parent and the articles of incorporation and bylaws of WIC, which have been provided to Seller, are correct and complete copies of such documents as in effect as of the date of this Agreement. Neither Parent nor WIC is in violation of any of the provisions of its articles of incorporation or bylaws.

4.2 WIC Capitalization. The authorized capital stock of WIC consists of Twenty Thousand (20,000) shares of common stock, par value $100 per share. As of the date hereof, Fourteen Thousand Eight Hundred (14,800) shares of common stock were issued and outstanding, all of which were validly issued and fully paid and nonassessable and all of which are owned directly by Parent. Except for the common stock of WIC owned by Parent, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which WIC is a party or by which WIC is bound relating to the issued or unissued capital stock or other equity interests of WIC, or securities convertible into or exchangeable for such capital stock or other equity interests, or obligating WIC to issue or sell any shares of its capital

stock or other equity interests, or securities convertible into or exchangeable for such capital stock of, or other equity interests in, WIC. There are no outstanding contractual obligations of WIC (a) restricting the transfer of, (b) affecting the voting rights of, (c) requiring the repurchase, redemption or disposition of, or containing any right of first refusal with respect to, (d) requiring the registration for sale of, or (e) granting any preemptive or antidilutive right with respect to, any equity interests of WIC.

4.3 Authority; Execution and Delivery; Enforceability. Each of Parent and WIC has all necessary corporate power and authority to execute and deliver this Agreement, to perform and comply with each of its obligations under this Agreement and to consummate the Transactions applicable to such party. The execution and delivery by each of Parent and WIC of this Agreement, the performance and compliance by Parent and WIC with each of its obligations herein and the consummation by Parent and WIC of the Transactions have been duly authorized by all necessary corporate action on the part of Parent and WIC, and no other corporate proceedings on the part of Parent and WIC are necessary to authorize this Agreement or the consummation by Parent and WIC of the Transactions to which it is a party. Each of Parent and WIC has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Seller and Company of this Agreement, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

4.4 Legal Proceedings. There are no Proceedings pending or, to the Knowledge of Parent, threatened against Parent or WIC.

4.5 No Conflicts.

(a) The execution and delivery of this Agreement by Parent and WIC does not and will not, and the performance of this Agreement by Parent and WIC and the consummation of the Transactions does not and will not (i) conflict with or violate any provision of the articles of incorporation or bylaws of Parent or WIC or any equivalent organizational documents of any Subsidiary of Parent, (ii) assuming that the filing of the Delaware Certificate of Merger as required by the Delaware Insurance Law has been made, conflict with or violate any Law or Order applicable to any of Parent or any of its Subsidiaries, including WIC is bound or affected; or (iii) require any consent or approval under, result in any breach of, constitute a change of control or default under or give to others any right of termination, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Parent or any of its Subsidiaries, including WIC, pursuant to, any Contract or Permit.

(b) The execution and delivery of this Agreement by Parent and WIC does not and will not, and the consummation by Parent and WIC of the Transactions and compliance by Parent and WIC with any of the terms or provisions hereof does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity or any other Person, except the filing of the Delaware Certificate of Merger as required by the Delaware Insurance Law.

4.6 Broker's Fees. Other than Propel Advisory Group, neither Parent nor any of its Subsidiaries has employed any financial advisor, broker or finder or incurred any liability for any financial advisory, broker's fees, commissions or finder's fees in connection with any of the Transactions.

4.7 Independent Investigation. Parent and WIC have conducted their own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company, and acknowledges that they have been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Company for such purpose. Parent and WIC acknowledge and agree that (a) in making their decision to enter into this Agreement and the ancillary documents and to consummate the transactions contemplated hereby and thereby, Parent and WIC have relied solely upon their own investigation and the express representations and warranties of the Company and Seller set forth in Article 3 of this Agreement (qualified by the Company Disclosure Schedules), and (b) none of the Company, the Seller or any other Person has made any representation or warranty as to the Company, the Seller or this Agreement, except as expressly set forth in Article 3 of this Agreement (qualified by the Company's Disclosure Schedule).

ARTICLE 5
CERTAIN COVENANTS

Pre-Closing Covenants. The covenants and agreements in Sections 5.1 through 5.6 shall only apply from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement pursuant to Article 8 (the "Pre-Closing Period").

5.1 Conduct of Business by Company Pending the Effective Time. Company agrees that, except as set forth in Section 5.1 of the Company Disclosure Schedule or as otherwise expressly contemplated by any other provision of this Agreement, unless Parent shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), Company shall (i) use commercially reasonable efforts to conduct its operations only in the ordinary course of business consistent with past practice, and (ii) not intentionally take any action (or omit to take any action) that would be reasonably likely to have a Company Material Adverse Effect. By way of example and not in limitation of the foregoing, Company shall ensure that prior to the Effective Time:

(a) Company shall keep in full force all insurance policies identified on Section 3.17 of the Company Disclosure Schedule and shall notify its insurance carriers 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;

(b) Company shall not declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its Common Stock, or split, combine or reclassify any Common Stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution any Common Stock;

(c) Company shall not repurchase, redeem or otherwise reacquire any shares of Common Stock, except as contemplated by this Agreement;

(d) Company shall not issue, deliver, sell, authorize, pledge or otherwise encumber or propose any of the foregoing with respect to, any shares of Common Stock, or subscriptions, rights, warrants or options to acquire any shares of Common Stock, or enter into other agreements or commitments of any character obligating it to issue any such Common Stock;

(e) Company shall not amend the Company Articles or the Bylaws or effect any recapitalization, reclassification of shares, stock split or reverse stock split;

(f) Company shall not form any Subsidiary or acquire any equity interest or other interest in any other Person;

(g) Except as otherwise required by SAP, Company shall not materially change any of its method of accounting or accounting practices in any respect;

(h) Company shall pay debts in the ordinary course of business and Taxes when due, subject to good faith disputes thereof, and pay or perform other obligations when due and Company shall not make any Tax election that, individually or in the aggregate, is reasonably likely to adversely affect in any material respect the Tax liability of Company or settle or compromise any material income Tax liability of Company;

(i) Company shall not amend or terminate any Material Contract;

(j) Company shall keep in full force and effect and without restriction all Permits, including all state Certificates of Authority listed in Section 3.9 of the Company Disclosure Schedule; and

(k) Company shall not take any other action that (i) could reasonably be expected to have a Company Material Adverse Effect; (ii) could reasonably be expected to breach Company's obligations hereunder, or (iii) could reasonably be expected to prevent the fulfillment of the conditions to closing in Article 6 hereof.

5.2 No Solicitation of Transactions. Company shall not, nor shall Company permit any of its Subsidiaries to, solicit, initiate or enter into any discussions or negotiations with, or provide any material assistance or information to, or enter into any agreement with, any Person or group of Persons (other than Parent) concerning any merger with any Person other than WIC, or acquisition, directly or indirectly, of the capital stock of Company or its Subsidiaries, or any consolidation, recapitalization, liquidation, dissolution or similar transaction involving, or any purchase of all or a substantial portion of the assets of, Company or its Subsidiaries (each of the foregoing being referred to herein as an "Acquisition Transaction"); provided, however, that the receipt of an unsolicited proposal for an Acquisition Transaction from any Person without any solicitation, initiation, encouragement, assistance or participation after the date of this Agreement by Company or its Subsidiaries, and without entering into any discussions or negotiations with respect to any such unsolicited proposal, will not constitute a violation hereof.

5.3 Access to Information; Confidentiality.

(a) Upon reasonable notice, Company shall (and shall cause its Representatives to) afford Parent and its Representatives access upon reasonable request, during normal business hours, during the period between the date of this Agreement and the Effective Time, to all its properties, books, Contracts and records and its officers, employees and Representatives and, during such period, Company shall (and shall cause its Representatives to) furnish promptly to Parent, consistent with its obligations under applicable Law, all other information concerning Company's business, properties and personnel as the other party may reasonably request; provided, however, none of Company or any of its Representatives shall be required to provide access to or disclose information where such information or access would, in the reasonable judgment of such party, (i) breach any agreement with any third party, (ii) constitute a waiver of or jeopardize the attorney-client or other privilege held by such party, or (iii) otherwise violate any applicable Law.

(b) No investigation by any of the parties or their respective Representatives or information provided, made available or delivered pursuant to this Agreement shall affect the representations, warranties, covenants or agreements of any other party set forth herein.

(c) Parent agrees that it is not authorized to and shall not (and shall not permit any of its Representatives or Affiliates to) contact any customer, supplier, client or other material business relation of any of Company regarding Company's business or the Transactions without the prior consent of Company.

(d) Parent and the Company shall comply with, and shall cause their respective Representatives to comply with, all of their respective obligations under the Confidentiality Agreement, dated May 3, 2018, between Parent and the Company (the "Confidentiality Agreement"), which shall survive the termination of this Agreement in accordance with the terms set forth therein.

5.4 Certain Notices. Each party shall give prompt notice to the other parties if any of the following occur after the date of this Agreement: (a) receipt of any notice or other communication in writing from any Person alleging that the consent or approval of such Person is or may be required in connection with the Transactions; (b) receipt of any notice or other communication from any Governmental Entity or any securities market or exchange in connection with the Transactions; or (c) such party, to its Knowledge, becomes aware of the occurrence of an event that could prevent or delay beyond the Outside Date the consummation of the Transactions or that would reasonably be expected to result in any of the conditions to the Merger and the other Transactions set forth in Article 7 not being satisfied. Company and Parent shall promptly provide, to the extent not publicly available, the other party with copies of all filings made by such party after the date hereof with any Governmental Entity in connection with the Transactions.

5.5 Update of the Company Disclosure Schedule. Company shall have the right to supplement the Company Disclosure Schedule at any time or times during the Pre-Closing

Period to reflect any Post-Signing Matter by delivering one or more supplements (each, a "Disclosure Supplement") to Parent in accordance with the procedures set forth in this Section 5.5; provided, however, that if a Disclosure Supplement is delivered to Parent at any time during the two (2) Business Days immediately preceding the Closing Date, or on the Closing Date, Parent, in its sole discretion, may choose to delay the Closing and to defer the Closing Date for a period of up to two (2) Business Days so Parent may fully consider the matters disclosed in such Disclosure Supplement. To the extent the existence of any matter set forth in any Disclosure Supplement (each, a "Subsequently Disclosed Matter") would cause the condition specified in Section 7.2(a) not to be satisfied as of Closing, Parent shall have the right (a) to terminate this Agreement by written notice to Company within two (2) Business Days after receipt of any Disclosure Supplement which includes such Subsequently Disclosed Matter, but prior to the Closing Date, or (b) to consummate the Transactions. If Parent elects to consummate the Transactions pursuant to the preceding sentence, then Parent shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter.

5.6 Certain Filings. Seller, Company, Parent, and WIC shall make or cause to be made, in cooperation with each other and to the extent applicable and as promptly as practicable, (a) appropriate Form A Change of Control filings with the WI OCI and the DE DOI (the "Form A Filings"), (b) filings pursuant to Section 4930 of Title 18, Delaware Code, (c) requests for extraordinary dividend payments, and (d) all other necessary filings with the WI OCI, the DE DOI or any other Governmental Entity relating to the transactions contemplated hereby; provided, however, that Parent shall pay any filing fees charged by the WI OCI and the DE DOI in connection with the Form A Filings. Each of Seller, Company, Parent, and WIC shall use its best efforts to respond to any requests for additional information made by the WI OCI, the DE DOI or any other Governmental Entity and to take all commercially reasonable actions necessary to obtain any required approvals of the WI OCI, the DE DOI or any other Governmental Entity. Parent and WIC shall consult with Seller, and Seller and Company shall consult with Parent, prior to any meetings, by telephone or in person, with the staff of the WI OCI and the DE DOI regarding the transactions contemplated hereby, and each of Seller, Company, Parent, and WIC shall have the right to have a representative present at any such meeting, and any public hearings held in connection with the required approvals.

Post-Closing Covenants. The covenants and agreements in Sections 5.7 through 5.9 shall apply during the period set forth therein and shall survive the Closing in accordance with their terms.

5.7 Public Announcements. Each party agrees that, from and after the date hereof, no public release or announcement concerning the Transactions shall be issued by any party without the prior written consent of Parent and Seller (which consent shall not be unreasonably withheld, conditioned or delayed), except to the extent such release or announcement may be required by applicable Law or the rules or regulations of any applicable securities exchange or regulatory or governmental body to which the relevant party is subject, in which case the party required to make the release or announcement shall use its reasonable best efforts to allow each other party reasonable time to comment on such release or announcement in advance of such issuance. Parent and Seller agree that the press release announcing the execution and delivery of this Agreement shall be a joint release in the form heretofore agreed by the parties.

5.8 Books and Records.

(a) Parent will retain (or cause the Surviving Corporation or Parent's Subsidiaries, as applicable, to retain) the books and records of Company for a period of at least seven (7) years after the Closing. Following the expiration of such seven (7) year period, Parent may dispose of such books and records. During the period in which Parent maintains such books and records, upon reasonable notice and request by Seller, Parent, during normal business hours, shall permit any Representative of Seller to examine, copy and make extracts from all such books and records, all without cost, surcharge or expense to Seller, other than reasonable copy charges, as Seller is reasonably likely to need in connection with any accounting, auditing or Tax requirements or any Law or in connection with any claims or Proceedings, including any financial reporting obligation and in connection with any other such matter as may be reasonably requested by Seller.

(b) Seller shall make all personnel of Seller available to Parent and its Representatives, at normal business location(s) and during normal business hours, to provide such assistance to Parent as may be reasonably requested by Parent from time to in connection with the ownership and operation of Company and its Subsidiaries following the Closing as follows:

(i) to assist, as requested, in responding to inquiries from or audits by or required by any Governmental Entity or to assist, as requested, in connection with any Law, including preparation of responses and other required documents;

(ii) to provide support and information necessary for preparing Tax Returns;

(iii) to provide support and information to respond to any Tax inquiries, audits or other Proceedings; and

(iv) to provide other assistance of a similar nature as may be reasonably required.

5.9 Tax Matters.

(a) Tax Returns.

(i) Seller shall prepare or cause to be prepared, and shall timely file or cause to be filed, all income Tax Returns for Company for all Tax Periods ending on or before the Closing Date (including such income Tax Returns due after the Closing Date), and shall timely pay all amounts shown as owing on such income Tax Returns.

(ii) Parent shall prepare or cause to be prepared, and shall timely file or cause to be filed, all non-income Tax Returns for the Company for a Pre-Closing Tax Period that are due after the Closing Date and all Tax Returns for the Surviving Corporation for any Tax period that begins on or before and ends after the Closing Date (a "Straddle Period"). Seller shall be responsible for the pre-

Closing portion of any Taxes due in respect of such Tax Returns described in the immediately preceding sentence (as determined in accordance with Section 5.9(a)(iii) below) and shall pay to the Surviving Corporation all such Taxes that are the responsibility of Seller (as determined in accordance with Section 5.9(a)(iii) below) within five (5) business days after payment by the Surviving Company of such Taxes as reported on such Tax Return. Parent shall provide Seller with copies of the Tax Returns described in the first sentence of this Section 5.9(a)(ii) for its review at least thirty (30) days prior to the applicable filing due date and shall reasonably consider any revisions to such Tax Returns as are reasonably requested by Seller. Parent will prepare all such Tax Returns on a basis consistent with past practices of Company.

(iii) For the sole purpose of apportioning any Tax relating to a Straddle Period and that is based on or measured by income or receipts of the Company or imposed in connection with any sale or other transfer or assignment of property or any other specifically identifiable transaction or event, Parent shall cause the Company, to the extent permitted by applicable Law, to elect with the relevant Governmental Entity to treat for all purposes the Closing Date as the last day of a taxable period of the Company. In the case where applicable Law does not permit the Company to treat the Closing Date as the last day of a taxable period, then for purposes of this Agreement, the portion of any such Taxes that are attributable to the pre-Closing portion of such Straddle Period shall: (i) in the case of Taxes that are based on or measured by income, receipts, employment, payroll, sales, use, or other similar Taxes, be deemed equal to the amount that would be payable if the Tax year or period ended on the end of the Closing Date; and (ii) in the case of any other Taxes not described in clause (i), be deemed the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date, and the denominator of which is the number of days in the entire Straddle Period. For purposes of clause (i) of the preceding sentence, any exemption, deduction, credit or other item (including the effect of any graduated rates of Tax) that is calculated on an annual basis shall be allocated to the portion of the Straddle Period ending on the Closing Date on a pro rata basis determined by multiplying the total amount of such item allocated to the Straddle Period times a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period.

(iv) The parties hereto shall reasonably cooperate, as and to the extent reasonably requested by the other party, in connection with the furnishing of information relating to and the filing of Tax Returns of the Company and any audit, litigation or other proceeding with respect to Taxes, including with respect to any Pre-Closing Tax Period. Such cooperation shall include signing any Tax Return, amended Tax Returns, claims or other documents necessary to settle any Tax controversy, the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually

convenient basis to provide additional information and explanation of any material provided hereunder. The parties hereto agree to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by another Party, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority.

(v) Any refund of Taxes of the Company, or any amounts credited against such Taxes (including any interest actually received or credited with respect thereto), in each case attributable to the Pre-Closing Tax Period (taking into account Section 5.9(a)(iii) above) and actually received by or credited to Parent, Company, the Surviving Corporation or any other affiliated entity of Parent shall be the property of Seller and shall be paid promptly to the Seller.

(b) Post-Closing Audits and Other Proceedings. From and after the Closing Date, Seller and Parent shall give prompt notice to each other if any taxing authority provides notice of an intent to audit, review or conduct any other proceeding with respect to the Taxes of the Company or Surviving Corporation for all Pre-Closing Tax Periods (but, with respect to the Surviving Corporation, only if such audit, review, or other proceeding involves any Tax Return for which Seller has any responsibility for Taxes pursuant to this Agreement). Except with respect to income Tax matters, Parent shall control the conduct of any such Tax audit or proceeding involving the Company or Surviving Corporation that occurs after the Closing Date. Parent shall keep Seller reasonably informed of the progress of any such audit or other proceeding, and Seller shall cooperate in all reasonable respects with Parent in the conduct of any such audit or other proceeding. Seller shall be entitled to participate in the defense of any such audit or other proceeding and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne by Seller. Notwithstanding anything in this Agreement to the contrary, Parent shall not, and shall cause the Surviving Corporation not to, resolve, settle, compromise or abandon any issue or claim without the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of the Seller if such action would adversely affect the Tax-related liabilities of the Seller, the Company or the Surviving Corporation for any Pre-Closing Tax Period (including any imposition of any income Tax deficiencies). Seller shall control all audits or proceedings with respect to income Tax matters involving the Company for periods that end on or before the Closing Date. Seller shall keep Parent reasonably informed of the progress of any such audit or other proceeding, and Parent shall cooperate in all reasonable respects with Seller in the conduct of any such audit or other proceeding. Parent shall be entitled to participate in the defense of any such audit or other proceeding and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne by Parent. Notwithstanding anything in this Agreement to the contrary, Seller shall not resolve, settle, compromise or abandon any issue or claim without the prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) of Parent.

(c) Amendment of Returns. Parent shall not, and shall cause the Surviving Corporation not to, amend or cause the amendment of a Tax Return of the Company or Surviving Corporation (but, with respect to the Surviving Corporation, only with respect to any Tax Return for which Seller has any responsibility for Taxes pursuant to this Agreement), change an annual accounting period, adopt or change any accounting method, waive or extend any statute of limitations, or file or amend any Tax election concerning the Company or Surviving Corporation, in each case with respect to any Pre-Closing Tax Period without the written consent of the Seller, which consent shall not be unreasonably withheld.

(d) Certain Taxes. Parent shall be responsible for all Transfer Taxes (as well as the filing of all Tax Returns related thereto).

(e) Adjustment to Purchase Price. Each party hereto shall, including retroactively, treat payments made pursuant to this Agreement after the Closing as adjustments to the final Closing Merger Consideration for Tax purposes to the extent permitted by applicable Law.

(f) Tax Treatment of Transactions. The parties hereto and each of their Affiliates agree that the Transactions contemplated by this Agreement shall be reported, for income Tax purposes, as a sale by Seller of all of the issued and outstanding capital stock of Company to Parent.

5.10 Director and Officer Indemnification and Insurance. Parent agrees that all rights to indemnification, advancement of expenses and exculpation by Company and Seller now existing in favor of each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing Date, an officer or director of Company, as provided in the articles of incorporation or by-laws of Company, in each case as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date hereof, shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms. The obligations of Parent and Company under this Section shall not be terminated or modified without the consent of such affected director or officer (it being expressly agreed that the directors and officers to whom this Section applies shall be third-party beneficiaries of this Section, each of whom may enforce the provisions of this Section). In the event Parent, Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the respective successors and assigns of Parent or Company shall assume all of the obligations set forth in this Section.

ARTICLE 6
INDEMNIFICATION

6.1 Survival of Representations and Covenants.

(a) Except for the Fundamental Representations, which shall survive the Closing pursuant to the terms of Section 6.1(c) and except for claims involving Fraud, all representations and warranties of the parties hereunder shall terminate immediately following the Closing. The covenants and other agreements of the parties contained in this Agreement shall survive the Effective Time until such covenants and agreements are otherwise terminated, whether by their express terms or as a matter of applicable Law.

(b) "Fundamental Representations" as they relate to (i) Seller shall mean the representations and warranties set forth in Sections 2.1, 2.2, and 2.3, which shall survive the Closing and shall not terminate, and (ii) Parent and WIC, shall mean the representations and warranties set forth in Section 4.3, which shall survive the Closing and shall not terminate.

6.2 Indemnification by Seller. From and after the Closing, subject to the limitations, conditions and restrictions set forth in this Article 6, Seller shall indemnify Parent, the Surviving Corporation and its stockholders and Affiliates and each of their respective Representatives, successors and assigns (collectively, the "Parent Indemnified Parties") and hold each of them harmless from and against any and all Losses actually incurred by any of the Parent Indemnified Parties to the extent resulting from:

(a) any breach of or inaccuracy in any Fundamental Representation of Seller;

(b) any breach or non-fulfillment by Company or Seller prior to Closing of any covenant or agreement set forth in this Agreement;

(c) (i) any Taxes (or the nonpayment thereof) of, or with respect to, Company for any Pre-Closing Tax Period (taking into Section 5.9(a)(iii) above); or (ii) any income taxes of any member of an affiliated, combined or unitary group of which Company is or was a member on or prior to the Closing Date, which Taxes relate to an event or transaction occurring on or before the Closing Date; and/or

(d) any Indebtedness or Transaction Expenses of Company as of the Closing.

Parent shall have the right to assert any indemnification claim under this Section 6.2 on its own behalf and/or on behalf of any other Parent Indemnified Parties.

6.3 Indemnification by Parent. From and after the Closing, subject to the limitations, conditions and restrictions set forth in this Article 6, Parent shall indemnify Seller and its Affiliates and its and their Representatives, successors and assigns (collectively, the "Seller Indemnified Parties") and hold each of them harmless from and against any and all Losses actually incurred by any of the Seller Indemnified Parties to the extent resulting from:

(a) any breach of or inaccuracy in any Fundamental Representation of Parent; and/or

(b) any breach or non-fulfillment of any covenant or agreement of Parent or WIC set forth in this Agreement.

Seller shall have the sole and exclusive right to assert any indemnification claim under this Section 5.3 on its own behalf and on behalf of any other Seller Indemnified Parties.

6.4 Procedure Relative to Indemnification.

(a) In the event that any party hereto shall claim that it is entitled to be indemnified pursuant to the terms of this Article 6, such party (the "Claiming Party") shall notify the party or parties against which the claim is made (the "Indemnifying Party") in writing of such claim (a "Claim Notice") promptly after the Claiming Party receives notice of any action, Proceeding, demand, assessment, claim, loss, liability or damages, whether or not involving any claim of a third party, that may reasonably be expected to result in a claim for indemnification by the Claiming Party against the Indemnifying Party. The Claim Notice shall specify in reasonable detail the breach of warranty, representation or covenant claimed by the Claiming Party and the Losses incurred by, or if reasonably practicable, the amount anticipated to be incurred by, the Claiming Party on account thereof. If such Losses are final in amount, the Claim Notice shall so state, and such amount shall be deemed the amount of the claim of the Claiming Party. If such Losses are not final in amount, the Claim Notice shall so state, and in such event a claim shall be deemed asserted against the Indemnifying Party on behalf of the Claiming Party, but no payment shall be made on account thereof until the amount of such claim has been finally determined. No delay in or failure to give a Claim Notice by the Claiming Party to the Indemnifying Party under this Section 6.4(a) will adversely affect any of the other rights or remedies that the Claiming Party has under this Agreement or alter or relieve the Indemnifying Party of its obligation to indemnify the Claiming Party except to the extent that such delay or failure has materially prejudiced the Indemnifying Party. The Indemnifying Party shall respond to the Claiming Party (a "Claim Response") within thirty (30) days after the date that a Claim Notice is sent by the Claiming Party (the "Response Period"). Any Claim Response shall specify whether or not the Indemnifying Party disputes the claim described in such Claim Notice.

(b) If the Indemnifying Party fails to give a Claim Response within the Response Period, then the Indemnifying Party shall be deemed to not dispute the claim described in such Claim Notice. If the Indemnifying Party does not dispute a Claim Notice as provided above, then the indemnifiable matter(s) described in Section 6.2 or Section 6.3 of this Agreement, as the case may be, which is alleged in such Claim Notice will be conclusively deemed to be an indemnifiable obligation of the Indemnifying Party under Section 6.2 or Section 6.3 of this Agreement, as the case may be, and the Indemnifying Party shall be obligated to pay the Claiming Party the amount of Losses specified in such Claim Notice, subject to the limitations, conditions and restrictions set forth in this Article 6, in each case, within fifteen (15) days after the last day of the applicable Response Period.

(c) If the Indemnifying Party disputes any matter(s) identified in such Claim Notice as provided above, then the Indemnifying Party and the Claiming Party will promptly meet and use their respective commercially reasonable efforts to settle the dispute. Notwithstanding any other provision of this Agreement, neither party shall enter into settlement with respect to any claim involving a third party without the prior written consent of the other parties to this Agreement (which consent shall not be unreasonably withheld or delayed).

(d) Once the amount of any claim under this Article 6 has been finally determined, including pursuant to Section 6.4(a), subject to the limitations, conditions and restrictions set forth in this Article 6, the Claiming Party shall be entitled to pursue each and every remedy available to it at law or in equity to enforce the indemnification provisions of this Article 6.

6.5 Certain Limits. The indemnification provided for in Section 6.2 and Section 6.3 shall be subject to the following limitations:

(a) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 6.2(a) shall not exceed the Closing Merger Consideration.

(b) Payments by an Indemnifying Party pursuant to Section 6.2 or Section 6.3 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party (or Company) in respect of any such claim. The Claiming Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(c) In no event shall any Indemnifying Party be liable to any Claiming Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple (other than indemnification for punitive damages actually paid or payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required).

6.6 Sole Remedy. Notwithstanding anything contained in this Agreement to the contrary, the sole and exclusive remedy of Parent and the other Parent Indemnified Parties, and Seller and the other Seller Indemnified Parties, for any and all claims with respect to this Agreement and/or the Transactions, including the agreements, instruments, documents and certificates exchanged under Article 7, shall be the indemnification rights and obligations set forth in this Article 6, and neither Parent or any of the other Parent Indemnified Parties, nor Seller or any of the other Seller Indemnified Parties, shall have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, against any other hereto with respect to this Agreement and/or any of the Transactions, all of such remedies, entitlements and recourse being expressly waived by the parties hereto to the fullest extent permitted by Laws; provided, however, that this Section 6.5 shall not apply (a) with respect to any claim alleging Fraud by

Company, on the one hand, or Fraud by Parent or WIC, on the other hand, prior to the Closing, as the case may be, or (b) to any claim seeking injunctive relief to which a party may be entitled pursuant to Section 9.12.

6.7 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Closing Merger Consideration for Tax purposes, unless otherwise required by Law.

ARTICLE 7
CONDITIONS TO CONSUMMATION OF THE MERGER

7.1 Mutual Conditions. The obligations of Seller, Company, Parent, and WIC to consummate the Merger and the other Transactions herein are subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) No Law or Order shall have been promulgated, entered, enforced, enacted or issued or shall be deemed to be applicable to the Merger by any Governmental Entity (whether temporary, preliminary or permanent) which prohibits or makes illegal the consummation of the Merger and shall continue in effect.

(b) Company shall have obtained the Stockholder Approval.

7.2 Conditions to Obligations of Parent and WIC. The obligations of Parent and WIC to consummate the Merger and the other Transactions herein are subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) The representations and warranties, taken as a whole without regard to any qualification for "material", "materiality" or "Company Material Adverse Effect" in the applicable representation or warranty, made by Company in this Agreement were accurate in all material respects as of the date of this Agreement, and are accurate in all material respects as of the Closing Date, except those representations and warranties which address matters only as of a particular date, which shall remain accurate in all material respects as of such date.

(b) Company shall have performed in all material respects each of the covenants and agreements of Company contained in this Agreement required to be performed by it on or prior to the Closing.

(c) Company shall have delivered to Parent a certificate dated the Closing Date and duly executed by Company stating that the conditions set forth in Section 7.2(a) and 7.2(b) have been satisfied as of the Closing.

(d) The parties shall have received all approvals, consents and waivers that are required to effect the transactions contemplated hereby, including, without limitation, the approval of the WI OCI and the DE DOI of the Form A Filings (which approval shall also include the approval of the Pre-Closing Distribution and the redomestication of the

Surviving Corporation to Delaware), with no conditions or with only conditions acceptable to Parent in its sole discretion, the approval or non-disapproval of the WI OCI, the DE DOI, or any other Governmental Entity of any other filing determined by Parent to be necessary in connection with the transactions contemplated hereby, with no conditions or with only conditions acceptable to Parent in its sole discretion.

(e) Company shall have submitted a filing to the WI OCI and any other Governmental Entity having jurisdiction over the premiums charged with respect to the long-term care insurance policies issued by Company prior to the Closing, requesting an increase in the rates of such premiums in an amount acceptable to Parent, and shall have used its best efforts to secure the approval of the WI OCI and such other Governmental Entities of such premium increases.

(f) The consents and approvals listed on Exhibit B attached hereto, in a form reasonably acceptable to Parent, shall have been received by Company prior to the Closing Date.

(g) All Intercompany Agreements other than the Marketing Agreement shall have been terminated with respect to Company.

(h) The employment arrangement between Company and Scott Briscoe shall have been terminated.

(i) Company shall have delivered to Parent a draft report detailing the anticipated results of the financial condition examination of Company by the WI OCI, and such draft report is satisfactory to Parent in its sole discretion.

(j) Unless Ability is replaced as the reinsurer, Ability Insurance Company shall have increased the assets in the trust account related to those long-term care policies issued by Company that are reinsured by Ability Insurance Company so that such assets equal at least One Million Seven Hundred Eighty Eight Thousand Eight Hundred Twenty-Nine Dollars ($1,788,829).

(k) Since the date of this Agreement, there shall not have occurred, been commenced or threatened in writing against Seller, Company, Parent, WIC, or any Person employed or controlled thereby, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Transactions, or (b) that may have the effect of preventing or making illegal any of the Transactions or any of the agreements related thereto, in each case, that could reasonably be expected to have a Company Material Adverse Effect.

(l) From the date of this Agreement, there shall not have occurred any Company Material Adverse Effect, nor shall any event or events have occurred that with or without the lapse of time, could reasonably be expected to result in a Company Material Adverse Effect.

(m) Company shall have delivered, or shall have caused to be delivered, the following to Parent:

(i) a recent Certificate of Status of Company issued by the Wisconsin Office of the Commissioner of Insurance;

(ii) a recent certificate of good standing of Seller or equivalent, issued by the state in which Seller is incorporated or formed;

(iii) a certificate from the Secretary of Company, in a form reasonably satisfactory to Parent, attaching and certifying as to: (i) the Stockholder Approval and resolutions of the Company Board, authorizing the consummation of the Transactions, including the Merger; and (ii) the Company Articles and Bylaws;

(iv) a certificate from the Secretary of Seller, in a form reasonably satisfactory to Parent, attaching and certifying as to the resolutions of the Seller Board authorizing the consummation of the Transactions, including the Merger;

(v) payoff letters from the holders of any Indebtedness of Company, evidencing that, upon receipt of payment of a specified amount, any liens securing such Indebtedness of Company shall be released in full; and

(vi) resignations of all of the officers and directors of Company.

In the event that any of the foregoing conditions to Closing shall not have been satisfied as of the Closing Date and Parent and WIC elect to consummate the Transactions described herein in spite of such failure, Parent and WIC shall be deemed to have waived the satisfaction of such conditions, and, for the avoidance of doubt, such waived conditions may not form the basis for an indemnification claim under Section 6.2.

7.3 Conditions to Obligations of Company. The obligation of Company to consummate the Merger is subject to the satisfaction or waiver (to the extent permitted by applicable Law), at or prior to the Closing, of the following conditions:

(a) The representations and warranties, taken as a whole without regard to any qualification for "material", or "materiality" in the applicable representation or warranty, made by of Parent and WIC in this Agreement were accurate in all material respects as of the date of this Agreement, and are accurate in all material respects as of the Closing Date, except those representations and warranties which address matters only as of a particular date, which shall remain accurate in all material respects as of such date.

(b) Parent and WIC shall have performed in all material respects each of the covenants and agreements of Parent and WIC contained in this Agreement required to be performed by it on or prior to the Closing.

(c) Parent and WIC shall have delivered to Company a certificate dated the Closing Date and duly executed by Parent and WIC stating that the conditions set forth in Section 7.3(a) and 7.3(b) have been satisfied as of the Closing.

(d) The approval of the WI OCI and the DE DOI of the Form A Filings (which approval shall also include the approval of the redomestication of the Surviving

Corporation to Delaware) shall have been received and shall have been delivered to Seller.

(e) The approval of the WI OCI and the DE DOI, as applicable, of [i] the Pre-Closing Distribution and [ii] the dividends from WIC or the Surviving Corporation to Parent in amounts sufficient for Parent to pay the full amount of the Parent Payment less $500,000 to Seller at the Closing, shall have been received and shall have been delivered to Seller. For the avoidance of doubt, if the initial principal balance of the Promissory Note contemplated in Section 1.7(b)(i) would be an amount greater than $500,000, then the condition to Closing set forth in this Section 7.3(e) has not been met.

(f) Parent and WIC shall have delivered the following to Company:

(i) approvals from the WI OCI and the DE DOI approving the Merger, which approval shall include approval of the Pre-Closing Distribution and the redomestication of the Surviving Corporation to Delaware;

(ii) a recent Certificate of Status of WIC issued by the Delaware Insurance Commissioner;

(iii) a recent certificate of good standing or equivalent, issued by the state in which Parent is incorporated or formed;

(iv) a certificate from the Secretary of Parent, in a form reasonably satisfactory to Company, attaching and certifying as to the resolutions adopted by the Board of Directors of Parent, authorizing the consummation of the Transactions, including the Merger; and

(v) a certificate from the Secretary of WIC, in a form reasonably satisfactory to Company, attaching and certifying as to the resolutions adopted by the Board of Directors of WIC and Parent, as the sole shareholder of WIC, authorizing the consummation of the Transactions, including the Merger; and.

(g) Parent shall have delivered the Promissory Note to Seller.

In the event that any of the foregoing conditions to Closing shall not have been satisfied as of the Closing Date and Company elects to consummate the Transactions described herein in spite of such failure, Company shall be deemed to have waived the satisfaction of such conditions, and, for the avoidance of doubt, such waived conditions may not form the basis for an indemnification claim under Section 6.3.

ARTICLE 8
TERMINATION, AMENDMENT AND WAIVER

8.1 Termination. This Agreement may be terminated, and the Merger and other Transactions may be abandoned, whether before or after the Stockholder Approval:

(a) By explicit written consent of Seller and Parent that expressly acknowledges such consent is a termination pursuant to this Section 8.1(a);

(b) By Parent if any of the conditions set forth in Sections 7.1 or 7.2 have not been satisfied as of the date that is one hundred eighty (180) days after the date of this Agreement (the "Outside Date"), unless such failure shall be due to the failure of Parent or WIC to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(c) By Parent, if Parent and/or WIC is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.2 and such breach, inaccuracy or failure cannot be cured by Seller by the Outside Date.

(d) By Company if any of the conditions set forth in Sections 7.1 or 7.3 have not been satisfied as of the Outside Date, unless such failure shall be due to the failure of Parent or WIC to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(e) By Company, if Company and/or Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Parent or WIC pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.3 and such breach, inaccuracy or failure cannot be cured by Parent or WIC by the Outside Date.

8.2 Effect of Termination. In the event of the termination of this Agreement by as provided in Section 8.1, written notice thereof shall forthwith be given by the terminating party to the other party specifying the provision hereof pursuant to which such termination is made. In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall be terminated and this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Seller, Company, Parent, WIC, or any of their respective Affiliates, other than this Section 8.2, Section 8.3 and Article 9; provided, however, that nothing herein shall relieve any party hereto for any liability for intentional breach of this Agreement or the Fraud of Seller, Company, Parent or WIC, as the case may be, prior to termination of this Agreement.

8.3 Fees and Expenses. Except for the payment of Transfer Taxes as set forth in Section 5.9(b), all fees and expenses incurred by the parties shall be borne solely by the party that has incurred such fees and expenses.

8.4 Amendments and Waivers. This Agreement may only be amended, and the rights and obligations of the parties herein may only be waived, at any time after the date hereof in a writing that is signed by Seller and Parent. This Agreement may not be amended or waived in any other manner, whether by course of conduct or otherwise.

ARTICLE 9
GENERAL PROVISIONS

9.1 Notices. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by email or facsimile transmission (provided confirmation of transmission is obtained), (b) on the fifth (5th) Business Day after dispatch by registered or certified mail, (c) on the next Business Day if transmitted by national overnight courier, or (d) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:

If to Company prior to the Effective Time, addressed to it at:

National Services, Inc.
Attn: David Norton
250 S. Executive Drive, #300
Brookfield, WI 53005
Tel: 800-627-3660

with a copy to (for information purposes only):

Reinhart Boerner Van Deuren
Attn: Lawrence Burnett, Esq.
1000 N. Water Street, Suite #1700
Milwaukee, WI 53202
Tel: 414-298-8175
Email: lburnett@reinhartlaw.com

If to Parent or WIC, addressed to it at:

Wilmington Holdings Corporation
Attn: David Gearhart
1403 Silverside Road, Suite 3B
Wilmington, DE 19810

with a copy to (for information purposes only):

Parrett & O'Connell
10 E. Doty Street, #615
Madison, WI 53703
Tel: (608) 251-1542
Fax: (608) 251-1996
Attention: Noreen Parrett
Email: nparrett@parrettoconnell.com

9.2 Certain Definitions. For purposes of this Agreement, the term:

"Affiliate" means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person.

"Agreement" means this Agreement and Plan of Merger, as it may hereafter be amended from time to time in accordance with Section 7.4.

"Business Day" means any date except Saturday or Sunday on which commercial banks are not required or authorized to close in Wilmington, Delaware, United States.

"Closing Merger Consideration" means $8,500,000.

"Closing Merger Consideration Per Share" means an amount equal to (a) the Closing Merger Consideration, divided by (b) the Fully Diluted Share Number.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" shall have the meaning set forth in the preface to this Agreement, subject to Section 1.1(a).

"Company Disclosure Schedule" means the disclosure schedule attached to this Agreement.

"Company Material Adverse Effect" means any change, event, development, condition, occurrence or effect that is, or would reasonably be expected to be, materially adverse to the business, condition (financial or otherwise), prospects, assets, liabilities or results of operations of Company, taken as a whole; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Company Material Adverse Effect: (a) any change, event, development, condition, occurrence or effect resulting from general market, economic, financial, capital markets or political or regulatory conditions, (b) any changes or proposed changes of Law or SAP or any rule, regulation or interpretation thereof, (c) any change, event, development, condition, occurrence or effect resulting from any act of terrorism, war, armed hostilities, national or international calamity, natural or man-made disasters or any other events of force majeure, or any worsening thereof, (d) any change, event, development, condition, occurrence or effect generally affecting the markets or industries in which Company conduct its business, (e) any change, event, development, condition, occurrence or effect resulting from the execution of this Agreement or the announcement or the pendency of the Merger or any of the other Transactions, including any loss of employees or customers, any cancellation of or delay in customer orders or any disruption in or termination of (or loss of or other negative effect or change with respect to) customer, supplier, distributor or similar business relationships or partnerships, (f) any change, event, development, condition, occurrence or effect resulting from taking any action (or failure to take any action) contemplated, required by or in compliance with this Agreement or requested by Parent or any of its Affiliates, and/or (g) any Proceeding arising from or relating to the Merger or the other Transactions.

"Contract" means any agreements, arrangements, commitments, understandings, contracts, leases (whether for real or personal property), powers of attorney, notes, bonds, mortgages, indentures, deeds of trust, loans, evidences of indebtedness, purchase orders, letters of credit, settlement agreements, franchise agreements, undertakings, covenants not to compete, employment agreements, licenses, instruments, obligations, commitments, understandings, policies, purchase and sales orders, quotations and other commitments to which a Person is a party or to which any of the assets of such Person or its Subsidiaries are subject, whether oral or written, express or implied, including all amendments or modifications thereto.

"Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or shares or as trustee or executor, by Contract or otherwise.

"Environmental Claim" means any suit, action or proceeding by any Person or entity alleging actual or potential liability (including actual or potential liability for investigatory costs, cleanup costs, response costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties) arising out of or relating to any Environmental Laws, Environmental Permits or Release into the environment of, or exposure to Hazardous Materials but shall not include any claims relating to products liability.

"Environmental Laws" means any and all applicable, federal, state, local or foreign Laws, statutes, ordinances, regulations and rules regulating or relating to Hazardous Materials, pollution, protection of the environment (including ambient air, surface water, ground water, land surface, subsurface strata, wildlife, plants or other natural resources), and/or the protection of human health from exposures to Hazardous Materials in the environment.

"Environmental Permits" means any permit, certificate, approval, identification number, license or other authorization required under, or issued pursuant to, an Environmental Law.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person (whether or not incorporated) that, together with Parent or Company, as applicable, is considered under common control and treated as one employer under Section 414(b), (c), (m) or (o) of the Code.

"Fraud" means (a) an intentional fraud with specific intent to deceive and mislead Parent or WIC with respect to the making of a representation or warranty set forth in Section 2 or Section 3, and/or (b) an intentional fraud with specific intent to deceive and mislead Seller with respect to the making of a representation or warranty set forth in or Section 4.

"Fully Diluted Share Number" means the number of shares of Common Stock issued and outstanding as of immediately prior to the Effective Time.

"Governmental Entity" means any national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, any entity exercising executive,

legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, and any arbitrator or arbitral body or panel of competent jurisdiction.

"Hazardous Materials" means any pollutants, chemicals, contaminants or wastes and any other toxic, infectious, carcinogenic, reactive, corrosive, ignitable, flammable or otherwise hazardous substance, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including urea formaldehyde, PCBs, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

"Holdback Amount" means One Million Dollars ($1,000,000).

"Indebtedness" means, without duplication, all indebtedness (including, for the avoidance of doubt, an obligation to pay or repay, as applicable) of Company (a) in respect of borrowed money or evidenced by bonds, monies, debentures, loan agreements, or similar debt securities; (b) for the payment of any deferred purchase price of any property, assets or services; (c) for amounts drawn under acceptances, standby letters of credit or similar facilities; (d) as lessee under leases that are required to be recorded as capital leases in accordance with SAP; (e) under any interest rate swap agreements or interest rate hedge agreements; and (f) all obligations referred to in clauses (a) through (e) hereof of another Person that are guaranteed, directly or indirectly, by Company or are secured by any Lien on property or assets of Company. For purposes hereof, "Indebtedness" shall not include any Transaction Expenses.

"Intellectual Property" means all domestic and foreign intellectual property, including all (a) inventions (whether or not patentable and whether or not reduced to practice), and all improvements thereto, (b) trademarks, service marks, trade names, trade dress, logos, corporate names, brand names and other source indicators, together with all translations, adaptations, derivations, and combinations thereof, (c) domain names, uniform resource locators and other names and locators associated with the Internet, (d) works of authorship, whether or not published, (e) software, including without limitation all computer programs in source code, object code, flow charts and other code in any format or media, and any and all related documentation, and all website content, including text, graphics, images, audio, video and data, and (f) trade secrets, confidential business information, and other proprietary information (including ideas, know-how, formulas, compositions, processes and techniques, research and development information, data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, pricing and cost information, business and marketing plans and proposals and customer and supplier lists and information).

"Intellectual Property Rights" means all domestic and foreign rights to Intellectual Property, including all (a) patents, patent applications, and patent disclosures, together with all provisionals, reissues, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, (b) trademark applications, registrations, and renewals in connection therewith, (c) domain name registrations, (d) copyright registrations, applications and renewals, and (e) trade secret rights.

"Intercompany Agreements" means that certain Agreement by and between Company and National Insurance Services of Wisconsin, Inc. dated February 9, 1989, as amended, that certain NICW/NIS Profit Share Agreement by and between Company and National Insurance

Services of Wisconsin, Inc. dated October 1, 1999, that certain Commission and Administrative Services Agreement by and between Company and National Insurance Services of Wisconsin, Inc. dated effective February 9, 1989, as amended, that certain Tax Allocation Agreement by and between Parent and Company dated June 29, 1999, as amended, and the Marketing Agreement.

"IRS" means the United States Internal Revenue Service.

"Knowledge of Company" means the knowledge, after reasonable inquiry, of David Norton and Scott Briscoe.

"Knowledge of Parent" means the knowledge, after reasonable inquiry, of David Gearhart.

"Law" means any federal, state, provincial, municipal, local or foreign law, statute, code, ordinance, rule, regulation, circular, order, judgment, writ, stipulation, award, injunction, decree or arbitration award or finding.

"Leased Real Property" means all real property leased, subleased, or otherwise occupied pursuant to an occupancy agreement.

"Liability" means any shall mean any debt, obligation, duty or liability of any nature including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability, regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with SAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

"Lien" means any mortgage, pledge, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, lien, charge or similar restriction or limitation, including a restriction on the right to vote, sell or otherwise dispose of any equity interests (other than restrictions on transfers imposed by federal or state securities laws).

"Losses" means all actual, out-of-pocket losses, damages, liabilities, claims, actions, demands, judgments, fines, fees, costs and expenses (including reasonable attorneys' fees).

"Marketing Agreement" means that certain Marketing Services Agreement by and between Company and National Insurance Services of Wisconsin, Inc. dated January 1, 2002.

"Order" means any order, writ, injunction, decree, circular, judgment, award, injunction, settlement or stipulation issued, promulgated, made, rendered, entered into or enforced by or with any Governmental Entity (in each case, whether temporary, preliminary or permanent).

"Owned Real Property" means all real property owned by a party.

"Permits" means all written permits, consents, licenses, orders, certificates, registrations, franchises, approvals and similar rights and authorizations issued by a Governmental Entity and held by Company.

"Permitted Liens" means (a) Liens for current Taxes, or governmental assessments, charges or claims of payment not yet past due or the amount or validity of which is being contested in good faith by appropriate Proceedings and for which adequate reserves in accordance with SAP have been established in the Financial Statements, (b) mechanics', workmen's, repairmen's, warehousemen's and carriers' Liens arising in the ordinary course of business consistent with past practice for sums not yet due and payable, (c) any Liens identified on title policies or preliminary title reports, or other documents or writings included in public record, (d) Liens and other imperfections of title that do not and would not reasonably be expected to, individually or in the aggregate, materially impair the continued ownership, use and operation of the assets to which they relate, (e) restrictions on transfers under applicable securities Laws, and/or (f) other Liens arising in the ordinary course of business and not incurred in connection with borrowing money.

"Person" means an individual, corporation, limited company, limited liability company, partnership, association, trust, unincorporated organization, Governmental Entity, or other legal entity.

"Post-Signing Matter" means (a) any specific fact or condition that becomes known to Company after the date of this Agreement that causes or constitutes a breach of any of the warranties or representations made by Company or Seller herein as of the date of this Agreement, or (b) the occurrence after the date of this Agreement of any specific fact or condition that would cause or constitute a breach of any such warranty or representation had such warranty or representation been made as of the time of occurrence or discovery of such specific fact or condition.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and the portion through the end of the Closing Date.

"Proceeding" means any suit, action, proceeding, arbitration, mediation, audit, hearing, inquiry or, to the Knowledge of the Person in question, investigation (in each case, whether civil, criminal, administrative, investigative, formal or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity.

"Release" means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into the environment, including any soil, sediment, subsurface strata, surface water, groundwater, ambient air, or the atmosphere.

"Representatives" means, with respect to any Person, such Person's officers, directors, employees, accountants, legal counsel, financial advisors, consultants, financing sources and other advisors and representatives.

"SAP" means statutory accounting principles as applied in the United States.

"Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity of which such Person (either alone or through or together with any other Subsidiary), owns, directly or indirectly, a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture or other legal entity.

"Tax Return" means any report, return (including information return), claim for refund, election, estimated tax filing, declaration or similar filing supplied or required to be supplied to any Governmental Entity with respect to Taxes, including any election, notification, appendix schedule or attachment thereto, and including any amendments thereof.

"Taxes" means any and all domestic or foreign, federal, state, local or other taxes, of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including taxes on or with respect to income, franchise, windfall or other profits, gross receipts, occupation, severance, alternative minimum, disability, estimated, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, and taxes in the nature of excise, withholding, ad valorem, stamp, transfer, value-added, gains tax and license, registration and documentation fees, and other taxes, fees, levies, duties, tariffs, imposts, assessments, obligations and charges of the same or a similar nature to any of the foregoing.

"Transaction Expenses" means, without duplication, all fees, costs and expenses (including those related to travel, legal, accounting and investment banking) incurred by Company on or prior to the Closing (whether or not invoiced) in connection with the Transactions, in each case solely to the extent required to be paid or reimbursed by Company at or after the Effective Time, including (a) any legal, accounting, tax, professional, advisory or consulting fees and expenses, and (b) any success, retention or change of control bonuses payable to directors, officers or employees of Company at or after the Effective Time (together with the employer's portion of any payroll taxes on any compensatory items). For purposes hereof, "Transaction Expenses" shall not include any Indebtedness.

"Transfer Taxes" means any sales, use, stock transfer, real estate transfer, real estate gains, transfer, stamp, registration, documentary, recording or other similar taxes or fees, including all interest, additions, surcharges, fees or penalties related thereto, arising out of or incurred in connection with the Transactions.

9.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

9.5 Entire Agreement. This Agreement (together with the Exhibits, the Company Disclosure Schedule and the other documents delivered pursuant hereto) constitutes the entire agreement of the parties and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except as

otherwise expressly provided herein or therein, are not intended to confer upon any other Person any rights or remedies hereunder or thereunder.

9.6 Assignment. Except as otherwise provided in this Section 9.6, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, at any time or for any purpose, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of Seller and Parent, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Parent and the Surviving Corporation at any time after the Closing, upon notice to Seller, may assign any or all of their rights and interests hereunder to one or more Affiliates, lenders for collateral purposes, or to third parties; provided, however, in any or all of such cases Parent and Seller shall remain responsible for the performance of all of their obligations hereunder.

9.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns. Except as provided in Section 5.10 and Article VI, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, including as a third party beneficiary of any representation, warranty, covenant or agreement herein.

9.8 Mutual Drafting; Interpretation. Each party has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." As used in this Agreement, references to a "party" or the "parties" are intended to refer to a party to this Agreement or the parties to this Agreement. Except as otherwise indicated, all references in this Agreement to "Sections," "Articles," "Exhibits" and "Schedules" are intended to refer to Sections and Articles of this Agreement and Exhibits and Schedules to this Agreement. All references in this Agreement to "$" are intended to refer to U.S. dollars. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive. In this Agreement, when determining whether an item is "material" to Parent or its Subsidiary or Company or its Subsidiary, the term "material" shall be interpreted to mean, as applicable, "material to the business of Parent and its Subsidiaries, taken as a whole" or "material to the business of Company and its Subsidiaries, taken as a whole." All references herein to "days" shall be deemed to mean calendar days unless otherwise expressly noted. Time periods described herein which are expressed in days or Business Days within which an action may be taken or fail to be taken (e.g., "within ten (10) days of the Closing Date") shall be counted excluding the day on which the matter or event occurs from which such time period is initially measured (e.g., if an

action is to be taken or not "within ten (10) days of the Closing Date" and the Closing Date is September 30, 2018, then the action must be taken or not by not later than October 10, 2018).

9.9 Governing Law; Consent to Jurisdiction; Waiver of Trial by Jury.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.9(b).

9.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9.11 Delivery by Facsimile or Email. This Agreement, and any amendments hereto, waivers hereof or consents or notifications hereunder, to the extent signed and delivered by facsimile or by email with scan attachment, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party, each other party shall re-execute original forms thereof and deliver them to all other parties. No party shall raise the use of facsimile or email to deliver a signature or the fact that any signature or Contract was transmitted or communicated by facsimile or email with scan attachment as a defense to the formation of a legally binding contract, and each such party forever waives any such defense.

9.12 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent actual or threatened breaches of this Agreement

and to enforce specifically the terms and provisions hereof in any court and venue permitted by Section 9.9. The parties waive, in connection with any action for specific performance or injunctive relief, the defense of adequacy of remedies at Law and any requirement under Law to post a bond or other security as a prerequisite to obtaining equitable relief.

9.13 Company Disclosure Schedules. The parties acknowledge and agree that (a) the inclusion of any items or information in the Company Disclosure Schedules that are not required by this Agreement to be so included is solely for the convenience of parties, (b) the disclosure by the parties of any matter in the Company Disclosure Schedules shall not be deemed to constitute an acknowledgement by any party that the matter is required to be disclosed by the terms of this Agreement or that the matter is material or significant, (c) headings have been inserted in the Company Disclosure Schedules for convenience of reference only, (d) the Company Disclosure Schedules are qualified in their entirety by reference to specific provisions of this Agreement, and (e) the Company Disclosure Schedules and the information and statements contained therein are not intended to constitute, and shall not be construed as constituting, representations or warranties of the parties except as and to the extent provided in this Agreement.

Nothing in the Company Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty made unless the Company Disclosure Schedules identify the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Company Disclosure Schedules will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Agreement. Qualification of any disclosure in the Company Disclosure Schedules by the Knowledge of Company, awareness or belief of Company or limitation of any disclosure in the Company Disclosure Schedule by materiality standards does not affect or amend the language of any representation or warranty of Company contained in this Agreement if the same qualification or limitation is not expressly set forth in such representation or warranty. Nothing contained in the Company Disclosure Schedules is intended to either expand or diminish (other than as an exception to a representation) the scope of any representation or warranty of Company contained in this Agreement. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant. In addition, each of the parties acknowledges and agrees that any purchase price adjustments as a result of the application of any provision of this Agreement or any documents referenced therein do not prejudice or limit in any respect whatsoever any party's rights to indemnification under any other provision of this Agreement or any documents referenced therein, except to the extent that such a recovery would result in a duplication of damages.

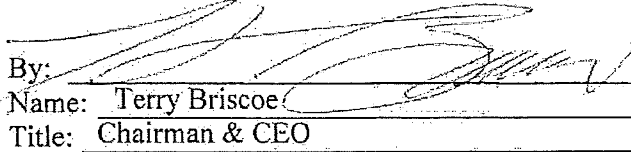
9.14 Time of the Essence. Time is of the essence in the performance of each of the terms hereof with respect to the obligations and rights of each party hereto.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

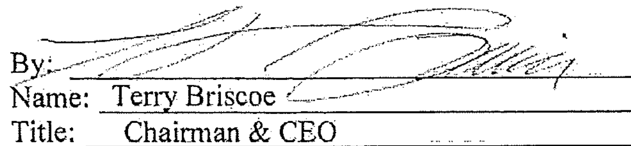
National Services, Inc.



By: ______________________
Name: Terry Briscoe
Title: Chairman & CEO

COMPANY:

National Insurance Company of Wisconsin, Inc.



By: ______________________
Name: Terry Briscoe
Title: Chairman & CEO

PARENT:

Wilmington Holdings Corporation.

By: ______________________
David Gearhart, Chairman and CEO

WIC:

Wilmington Insurance Company, Inc.

By: ______________________
David Gearhart, Chairman

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

National Services, Inc.

By: ______________________________
Name: ______________________________
Title: ______________________________

COMPANY:

National Insurance Company of Wisconsin, Inc.

By: ______________________________
Name: ______________________________
Title: ______________________________

PARENT:

Wilmington Holdings Corporation.

By: [signature]
David Gearhart, Chairman and CEO

WIC:

Wilmington Insurance Company, Inc.

By: [signature]
David Gearhart, Chairman

EXHIBIT A

Form of Promissory Note

See attached.

FORM OF
PROMISSORY NOTE

$[•] [•] [•], 201[•]

FOR VALUE RECEIVED, the undersigned, Wilmington Holdings Corporation, a Delaware corporation ("Company"), promises to pay to the order of National Services, Inc., a Wisconsin corporation ("Payee"), at such place as Payee shall from time to time direct, the principal amount of [•] Dollars ($[•]), together with interest from the date hereof on the unpaid principal balance hereof from time to time outstanding at the rate of three and five-tenths percent (3.5%) per year, compounded monthly. This promissory note (this "**Note**") is being issued by Company to Payee in connection with Section 1.7 of the Agreement and Plan of Agreement, dated as of the date hereof, by and among Company, Payee and the other parties thereto (the "**Purchase Agreement**").

Unless sooner accelerated pursuant to the terms of this Note, Principal and interest under this Note shall be due and payable in twelve equal quarterly installments of $__________ each, commencing on [March 31, 2019/June 30, 2019] and continuing on the last day of each calendar quarter (i.e., March 31, June 30, September 30, December 31) thereafter, in accordance with the amortization schedule set forth on attached Exhibit A.

Company may prepay all or any portion of the unpaid principal balance of this Note at any time without penalty. In the event Company makes such prepayment, Company shall also pay interest accrued on the unpaid principal balance of this Note to the date of prepayment. Any payment not expressly designating the amount to be applied to interest and the amount to be applied to principal shall be applied first against interest and then against principal.

It shall constitute a "Default" under this Note if: (i) Company or Guarantor become insolvent or take or fail to take any action which constitutes its admission of inability to pay its debts as they mature; (ii) Company or Guarantor make an assignment for the benefit of creditors, file a petition in bankruptcy, or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets; (iii) Company or Guarantor commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; (iv) Company or Guarantor have filed against it any petition in bankruptcy or petition or application for the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets, which petition or application results in a proceeding in which an order for relief is entered or which remains undismissed and unstayed for a period of sixty (60) days or more; (v) Company or Guarantor indicate its consent to, approval of, or acquiescence in any such petition, application, or proceeding, or order for relief or the appointment of a custodian, receiver or trustee for it or a substantial portion of its assets; (vi) Company or Guarantor suffer any custodianship, receivership or trusteeship to continue undischarged and unstayed for a period of sixty (60) days or more, (viii) Company fails to pay all or any portion of any amount due under this Note when the same becomes due and payable and such failure continues for five days after written notice from Payee to Company; (ix) Company fails to comply with any term, covenant, obligation, condition or agreement contained in this Note and such failure continues for ten days after written notice thereof from Payee to Company; or (x) if

any representation or warranty made by Company or Guarantor made in this Note is incorrect in any material respect. If any Default occurs, (a) the unpaid Principal balance of this Note, together with all interest accrued thereon, shall become immediately due and payable without any election or action on the part of Payee and (b) interest on all of the indebtedness evidenced by this Note (including the outstanding Principal and all unpaid interest accrued thereon) shall automatically and without notice to Company accrue at 10.0% per annum.

No delay or omission on the part of Payee or any holder hereof in exercising any right or option herein given to such Payee or such holder shall impair such right or option or be considered as a waiver thereof or acquiescence in any default hereunder. Any single or partial exercise of any right hereunder shall not preclude any further or other exercise thereof or the exercise of any other right. This Note may be amended or modified only in a writing signed by Payee and Company. All remedies herein or by law shall be cumulative and shall be available to Payee until all obligations hereunder have been paid in full. This Note may not be assigned or otherwise transferred by a Company without the prior written consent of Payee and any purported assignment of rights or delegation of duties in violation hereof shall be void.

Company hereby waives presentment, demand for payment, notice of dishonor, protest or nonpayment, notice of acceleration of or intent to accelerate maturity and diligence in connection with the enforcement of this Note, and consents to any and all extensions and renewals hereof without notice.

This Note shall be governed by and construed in accordance with the laws of the State of Delaware.

In the event of a Default hereunder, Company agrees to pay all reasonable costs of collection of the indebtedness evidenced by this Note or in enforcing any of the rights and remedies of Payee under this Note, including reasonable attorneys' fees, incurred by Payee following an event of Default. Interest on such costs shall accrue at the default rate of 10% if not timely paid.

In the event that any provision of this Note is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any governmental authority, the validity, legality and enforceability of the remaining terms and provisions of this Note shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Note.

Notwithstanding anything in this Note to the contrary, if and when the Delaware Department of Insurance approves a payment of dividends from Wilmington Insurance Company, Inc. (or its successor in interest) to Company with respect to the transactions contemplated by the Purchase Agreement, Company shall use any and all such dividend amounts to prepay any amounts outstanding under this Note, first to accrued but unpaid interest under this Note and then to the unpaid Principal balance of this Note. Such prepayment shall be made no later than ten (10) business days following the approval of the payment of the applicable dividend by the Delaware Department of Insurance.

Guarantor hereby absolutely and unconditionally guarantees to Payee the prompt and full payment of the initial principal amount, any accrued and unpaid interest thereon, and any and all other obligations, liabilities and indebtedness of Company now or hereinafter owed by Company to Payee under this Note (including, without limitation, the payment of all reasonable legal and other costs incurred by Payee in endeavoring to collect all or a part of the debt, obligations and liabilities of Company under this Note), and hereby agrees to be bound to this Note solely for such purpose. Guarantor hereby represents and warrants to Payee that: (a) Guarantor has the power and authority to execute and deliver this Note and perform its obligations contemplated herein; (b) the execution and delivery of this Note by Guarantor constitutes a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms; (c) Guarantor is not in default of any agreement to which it is a party, the effect of which would adversely affect the performance of Guarantor's obligations pursuant to this Note; (d) neither the execution nor delivery of this Note nor the compliance herewith violate any presently existing order, contract of any kind to which Guarantor may be bound or existing law; and (e) Guarantor currently has available and will continue to have available sufficient cash or other sources of financing to enable it to make the payment subject to the guarantee set forth herein.

Guarantor further represents and warrants to Payee that Guarantor is a significant equityholder of Company, that Guarantor will realize a substantial economic benefit from the parties entering into the Purchase Agreement, and that Payee entering into the Purchase Agreement constitutes reasonable and adequate consideration for Guarantor executing and delivering the guaranty set forth herein. Guarantor agrees that the obligations of Guarantor pursuant to this Note shall be primary obligations and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstances or conditions (whether or not Guarantor shall have any knowledge thereof) other than payment in full of the obligations hereunder, cancellation or termination of this Note pursuant to the terms hereof, or as otherwise agreed to by Payee. Guarantor agrees that this Note shall be a continuing guaranty and shall inure to the benefit of any may be enforced by Payee and its successors and permitted assigns and shall be binding upon and enforceable against Guarantor and its successor and permitted assigns, in each case to the extent permitted herein.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be executed by its duly authorized officers as of the date first written above.

WILMINGTON HOLDINGS CORPORATION

By:______________________________

Name:____________________________

Title:_____________________________

ACKNOWLEDGED AND AGREED
by GUARANTOR as of the date first above written:

____

David Gearhart

EXHIBIT B

Required Consents

1. Consent of Reliance Standard Life Insurance Company d/b/a Custom Disability Solutions with respect to that certain Group Long Term Disability Reinsurance Agreement dated January 1, 2013 between the Company and Reliance Standard Life Insurance Company d/b/a Custom Disability Solutions.

2. Consent of RGA Reinsurance Company with respect to that certain Amended and Restated Long Term Disability Quota Share Reinsurance Contract dated January 1, 2010 between the Company and RGA Reinsurance Company.

3. Consent of LifePlans, Inc. with respect to that certain Amended and Restated Third Party Administrative Services Agreement dated June 29, 2011 between the Company, LifePlans, Inc. and Ability Insurance Company.

4. Consent of Ability Insurance Company with respect to that certain Amended and Restated Third Party Administrative Services Agreement dated June 29, 2011 between the Company, LifePlans, Inc. and Ability Insurance Company.

DISCLOSURE SCHEDULES

TO THE

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

NATIONAL INSURANCE COMPANY OF WISCONSIN, INC.

NATIONAL SERVICES, INC.

WILMINGTON HOLDINGS CORPORATION

AND

WILMINGTON INSURANCE COMPANY, INC.

DATED AS OF OCTOBER 5, 2018

GENERAL STATEMENT

These Disclosure Schedules are made and given pursuant to the Agreement and Plan of Merger (the "Agreement") dated as of October 5, 2018 by and among National Insurance Company of Wisconsin, Inc., a Wisconsin stock insurance corporation ("Company"), National Services, Inc., a Wisconsin corporation ("Seller"), Wilmington Holdings Corporation, a Delaware corporation ("Parent"), and Wilmington Insurance Company, Inc., a Delaware stock insurance corporation and a wholly-owned subsidiary of Parent ("WIC"). All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided.

The inclusion of any items or information in the Disclosure Schedules that are not required by the Agreement to be so included is solely for the convenience of parties. The disclosure by the Seller or Company of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgement by the Seller or Company that the matter is required to be disclosed by the terms of the Agreement or that the matter is material or significant. These Disclosure Schedules include brief descriptions or summaries of certain agreements and instruments. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described. Headings have been inserted in the Disclosure Schedules for convenience of reference only. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement. The Disclosure Schedules and the information and statements contained herein are not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller or Company except as and to the extent provided in the Agreement.

Any information disclosed herein under any Schedule shall be deemed to be disclosed and incorporated into any other Schedule to which an appropriate cross reference is made or in all other Schedules where such disclosure would be appropriate and such appropriateness is readily apparent from the face of such disclosure. These Disclosure Schedules shall qualify the representations and warranties set forth in the Agreement and/or set forth other information required by the Agreement but shall not otherwise vary, change or alter the language of the representations and warranties contained in the Agreement or create any covenant. Nothing contained in the Company Disclosure Schedules is intended to either expand or diminish (other than as an exception to a representation) the scope of any representation or warranty of Company contained in the Agreement.

Schedule 3.1

Organization

(b)

The Company is authorized to transact business in each of the following states:

1. Alabama
2. Colorado
3. Delaware
4. Georgia
5. Idaho
6. Illinois
7. Indiana
8. Kentucky
9. Maryland
10. Michigan
11. Minnesota
12. Mississippi
13. Missouri
14. Montana
15. Nebraska
16. North Dakota
17. South Dakota
18. Washington
19. Wisconsin
20. Wyoming

Schedule 3.2

Capitalization

Shareholder	Shares of Stock	Percent Ownership
National Services, Inc.	200*	100%

*The Articles indicate that the par value is $1,000 per share, but the stock certificates indicate $10,000 per share.

Schedule 3.4

No Conflicts

1. The following states require notice or consent with respect to the change in control resulting from the Agreement and the Transactions:

No.	State	Notice/Consent Requirement
1.	Alabama	Must provide notice after transaction is completed.
2.	Colorado	Must provide notice after transaction is completed.
3.	Delaware	Notification after the transaction is completed.
4.	Georgia	Prior notification is required. Should the acquisition also involve one of the insurers merging out of existence, must submit the domiciliary regulator's approval documentation, as well.
5.	Idaho	A Form E notification form must be submitted prior to merger.
6.	Illinois	No notification required.
7.	Indiana	Pre-acquisition notification is required thirty (30) days prior to a proposed acquisition.
8.	Kentucky	Notification after the transaction is completed; must complete a corporate amendment application.
9.	Maryland	Prior notification required.
10.	Michigan	Notification within 90 days from the date of the change of control to re-qualify for a certificate of authority.
11.	Minnesota	Notification after the transaction is complete.
12.	Mississippi	Notification after the transaction is completed.
13.	Missouri	Prior notification and Form E needs to be filed.
14.	Montana	Notification after the transaction is completed.
15.	Nebraska	Notification after the transaction is completed.
16.	North Dakota	A pre-acquisition notification regarding the potential competitive impact of a proposed merger is required 30 days prior to the proposed effective date of the transaction.
17.	South Dakota	Pre-Acquisition Notification (Form E) is required at least 30 days prior to the Change of Control. UCAA Corporate Amendment Application is required.
18.	Washington	Notification after the transaction is completed.
19.	Wisconsin	Notice is required after the transaction is completed
20.	Wyoming	Notification is not required.

2. The following agreements require notice to or consent from the counter-party in connection with the execution of the Agreement:

a. Group Long Term Disability Reinsurance Agreement dated January 1, 2013 between the Company and Reliance Standard Life Insurance Company d/b/a Custom Disability Solutions.

b. Amended and Restated Long Term Disability Quota Share Reinsurance Contract dated January 1, 2010 between the Company and RGA Reinsurance Company.

c. Amended and Restated Third Party Administrative Services Agreement dated June 29, 2011 between the Company, LifePlans, Inc. and Ability Insurance Company.

Schedule 3.5

Financial Statements

(a)

1. See attached for audited financial statements for the 12-month periods ended December 31, 2015, December 31, 2016 and December 31, 2017 and the unaudited financial statement for the 6-month period ended June 30, 2018.

(b)

1. Consistent with the Company's past practices, the Company has not accrued any liability or established any reserves in connection with the litigation items set forth in Schedule 3.7, which is incorporated herein by reference.

Schedule 3.6

Absence of Certain Changes or Events since January 1, 2018

1. Prior to May 1, 2018, the Company was listed as an additional insured on insurance policies held by National Insurance Services of Wisconsin, Inc. ("NIS"). All such policies were terminated on or around May 1, 2018 in connection with the sale of National Insurance Services of Wisconsin, Inc. to an unrelated third party, AssuredPartners.

2. Reliance Standard Life Insurance Company (d/b/a Custom Disability Solutions) and the company are parties to that certain Group Long Term Disability Reinsurance Agreement dated January 1, 2013. Custom Disability Solutions has notified the Company that it intends to exit the reinsurance business; provided, that Custom Disability Solutions will maintain the run-out for all Company long-term care claims.

Schedule 3.7

Legal Proceedings

1. ***Teresa Johnson v. National Insurance Company of Wisconsin, Inc.*, District of Minnesota, Case No. 17-CV-5223.** This case arises out of the denial of Ms. Johnson's claim for long-term disability benefits during the second stage of total disability (the "any occupation" stage). Ms. Johnson began receiving benefits in March of 2006. Her claim for benefits was denied by Madison National Life Insurance Company ("Madison National") in April of 2016. Ms. Johnson appealed the denial, and the denial was upheld on appeal. Ultimately, Ms. Johnson initiated litigation in Minnesota state court on November 3, 2017. The Company removed the case to federal court, so the case is now pending in the District of Minnesota. This case had a settlement conference in front of a Magistrate Judge on August 21, 2018. During this conference and mediation, the case was settled. The settlement was finalized in September 2018 and the case was dismissed with prejudice.

2. ***Mark Ledin v. National Insurance Company of Wisconsin, Inc.*, Wisconsin Circuit Court, Ashland County, Case No. 17-CV-156.** This case arises out of the denial of Mr. Ledin's claim for long-term disability benefits. Mr. Ledin began receiving benefits in December of 2007. Mr. Ledin's claim for benefits was denied by Madison National in February of 2016. The denial was upheld on appeal. Mr. Ledin filed a complaint against the Company on December 22, 2017. The Company answered the Complaint and has responded to written discovery requests. The Court has not yet held a scheduling conference, so there are no deadlines in this matter at this time. This case is in its very early stages.

3. ***Theresa Frost v. National Insurance Company of Wisconsin, Inc.*, Wisconsin Circuit Court, La Crosse County, Case No. 18-CV-423.** This case arises out of the denial of Ms. Frost's claim for long-term disability benefits. The Company received a copy of Ms. Frost's complaint on August 3, 2018, so Company's investigation into this matter is just beginning. If Plaintiff properly served the Complaint, the Company's answer would have been be due on September 6, 2018. But since the Plaintiff did not properly serve the Complaint, the Company's answer is due on October 22, 2018.

4. ***Wells Fargo Bank NA v. Frank H. Lamberson, et al.*, Wisconsin Circuit Court, Eau Claire County, Case No. 14-CV-297.** This is a foreclosure action against Frank H. Lamberson. The Company was named as a defendant in this foreclosure action because it has a judgment docketed against Mr. Lamberson in Eau Claire County. The Company's judgment was for approximately $30,000. The Company filed a Notice of Appearance and Request for Surplus in this action, which asks the Court to award any surplus from the sale of the foreclosed property to the Company. A sheriff's sale will be held this month, after which the Company will have more information regarding its chances of recovering surplus funds.

Schedule 3.8

Compliance with Laws

1. The items disclosed in Schedule 3.7 are incorporated herein by reference.

2. It is customary for the Company to be named a defendant in lawsuits brought by a plaintiff related to such plaintiff's denial of coverage and/or alleging the Company failed to comply with its obligations under certain insurance policies, such as those lawsuits disclosed in Schedule 3.7. Over the past six years, the Company has been named a party to approximately fifty or so lawsuits. While the pending lawsuits are set forth in Schedule 3.7, the statute of limitations remains open on several of the "closed" lawsuits filed in the last six years.

3. In the past six years, the Company has been informed of various minor missed filing deadlines and has been asked to amend statements filed with regulatory authorities. Any such missed filings were promptly filed and any requests to amend statements were promptly addressed by the Company.

Schedule 3.9

Permits

1. The Company is registered as a foreign entity in the states set forth in item (b) in Schedule 3.1.

2. National Producer No. 4481.

3. National Association of Insurance Commissioners ID No. 30155.

4. Registered with the following:

No.	State	Permit Info
1.	Alabama	Property and Casualty/July 11, 1996
2.	Colorado	Multiple Line/February 9, 1993
3.	Delaware	Property and Casualty/ March 1, 1996/SBS Company No. 9160129
4.	Georgia	Property and Casualty/May 5, 1999/License No. 20001217
5.	Idaho	Property or Casualty/March 22, 1996
6.	Illinois	Property and Casualty
7.	Indiana	Property and Casualty/January 19, 1996
8.	Kentucky	April 17, 1996/DOI No. 300781
9.	Maryland	License No. 145043
10.	Michigan	Property and Casualty
11.	Minnesota	Property and Casualty/July 29, 1993
12.	Mississippi	Accident and Health/December 1, 1995/License No. 9500072
13.	Missouri	Property and Casualty/July 7, 1999/Company No. 424092
14.	Montana	Property and Casualty/November 30, 1990/SBS Company No. 29179697
15.	Nebraska	Property and Casualty/May 1, 1996/Company No. 150816
16.	North Dakota	Property and Casualty/February 1, 1997/SBS Company No. 19162918
17.	South Dakota	Property and Casualty/January 5, 1993
18.	Washington	Disability/September 28, 1999/WA OIC No. 158522
19.	Wisconsin	Property and Casualty/SBS Company No. 54219190
20.	Wyoming	Property and Casualty/November 29, 1993

Schedule 3.10

Employee Benefit Plans

1. Scott Briscoe provides services to the Company, but is an employee of NIS. The Company was a related party to NIS until May 2018 when NIS was sold to an unrelated third party (i.e., the indirect owners of the Company (Thomas Ehrsam and Terry Briscoe) were the majority owners of NIS prior to its sale in May 2018). Mr. Briscoe's salary is paid by NIS and runs through NIS's standard payroll practices. NIS then invoices the Company for such amounts and the Company reimburses NIS in full. Similarly, Mr. Briscoe participates in NIS's 401(k) Plan – the Company does not have or sponsor its own 401(k) plan. The employer portion of any such 401(k) Plan attributable to services that Mr. Briscoe provides to the Company is invoiced by NIS to the Company and the Company reimburses NIS in full.

2. Because of the related-party nature of the Company and NIS, there are several other individuals who provide as-needed services to the Company, but are employees of NIS. These individuals include David Norton, Bruce Miller and Mike Barsh. NIS does not invoice, and the Company does not reimburse NIS, for the services provided by these individuals.

Schedule 3.11

Employee and Labor Matters

(a)

The disclosures set forth in Schedule 3.10 are incorporated herein by reference.

Schedule 3.13

Real Property

1. Because of the related-party nature of the Company and NIS, the Company currently uses office space in a building leased by NIS, which building is located at 250 South Executive Drive, Brookfield, Wisconsin. Terry Briscoe, an indirect owner of the Company, is the sole member of 250 Executive, LLC. The Company's use of the building is not subject to any lease and is provided free-of-charge. Upon execution of the Agreement, the Company's use of the building will terminate.

Schedule 3.14

Tax Matters

1. The Company is party to that certain Tax Allocation Agreement dated June 29, 1999 between the Company and Seller.

Schedule 3.15(c)

Material Contracts

1. Reliance Standard Life Insurance Company (d/b/a Custom Disability Solutions) and the company are parties to that certain Group Long Term Disability Reinsurance Agreement dated January 1, 2013. Custom Disability Solutions has notified the Company that it intends to exit the reinsurance business; provided, that Custom Disability Solutions will maintain the run-out for all Company long-term care claims.

Schedule 3.17

Insurance

1. Prior to May 1, 2018, the Company was listed as an additional insured on insurance policies held by NIS. All such policies were terminated on or around May 1, 2018 in connection with the sale of NIS to AssuredPartners. The Company does not currently hold any insurance policies.

Schedule 3.19

Tangible Assets

1. The Company currently uses office space in a building leased by NIS, which building is located at 250 South Executive Drive, Brookfield, Wisconsin. The building is owned by 250 Executive, LLC. Terry Briscoe, an indirect owner of the Company, is the sole member of 250 Executive, LLC. The Company's use of the building is not subject to any lease. Upon execution of the Agreement, the Company's use of the building will terminate.

2. Because of the related-party nature of the Company and NIS, the Company currently uses office equipment and materials provided by NIS. Such office equipment and materials will not be available following the execution of the Agreement.

Schedule 3.20

Transactions with Affiliates

1. The Company currently uses office space in a building leased by NIS, which building is located at 250 South Executive Drive, Brookfield, Wisconsin. The building is owned by 250 Executive, LLC. Terry Briscoe is the sole member of 250 Executive, LLC. The Company's use of the building is not subject to any lease.

2. Bruce Miller and David Norton each own shares of stock of Assured Partners Capital, Inc., which owns NIS as a wholly owned subsidiary. NIS and the Company are parties to the following agreements (which will terminate at Closing):

   (a) Commission and Administrative Services Agreement dated February 9, 1989 with NIS pursuant to which NIS provided commission and administrative services for the Company.

   (b) Marketing Services Agreement dated January 1, 2002 with NIS pursuant to which NIS provided marketing services for the Company.

   (c) Profit Share Agreement dated October 1, 1999 with NIS, pursuant to which NIS received a share of the Company's profits.

3. The Company and Seller are parties to that certain tax Allocation Agreement dated June 29, 1999, pursuant to which Seller files tax returns for the Company as members of an affiliated group. Seller is owned by Terry Briscoe and Thomas Ehrsam.

Schedule 3.22

Bank Accounts

Name of Bank	Description	Person Authorized to Draw upon Account
BMO	Disbursement Account	Mike Barsch
Associated Bank	Operating Account	Mike Barsch
BMO	Concentration Account	Mike Barsch
Associated Bank	Concentration Account	Mike Barsch
US Bank	Holds two securities that are held with the State of WI	Mike Barsch and David Norton
US Bank	Money market account for the State of GA.	Mike Barsch and David Norton

Schedule 3.23

Guarantees

None.

JOINT RECORD OF ACTION TAKEN BY CONSENT OF
THE DIRECTORS and SHAREHOLDERS OF
NATIONAL SERVICES, INC.
AND
THE DIRECTORS and SOLE SHAREHOLDER OF
NATIONAL INSURANCE COMPANY OF WISCONSIN, INC.

October 2, 2018

The undersigned, who are (1) all of the directors and shareholders of National Services, Inc., a Wisconsin corporation ("Parent"), and (2) all of the directors and sole shareholder of National Insurance Company of Wisconsin, Inc., a Wisconsin stock insurance corporation (the "Company"), consent to the adoption of the following recitals and resolutions adopted without a meeting in accordance with Wisconsin Business Corporation Law.

RECITALS

A. The undersigned directors of the Company have reviewed and received a proposed Agreement and Plan of Merger (the "Merger Agreement") by and among Parent, the Company, Wilmington Insurance Company, Inc., a Delaware stock insurance corporation ("WIC"), and Wilmington Holdings Corporation, a Delaware corporation and sole shareholder of WIC ("Holdings"), pursuant to which, among other things, WIC would be merged with and into the Company, with the Company continuing as the surviving entity as a direct wholly-owned subsidiary of Holdings (the "Transaction").

B. The undersigned directors of the Company have determined that the terms of the Merger Agreement are fair to, and in the best interest of, the Company and its shareholder, and deem it to be in the best interest of the Company and its shareholder to enter into the Merger Agreement and such other agreements and to execute and file such other documents as are necessary to effectuate the Transaction (the "Transaction Documents"), and to consummate the Transaction and all other transactions contemplated by the Merger Agreement.

C. The undersigned directors of the Company desire to submit the Merger Agreement to the shareholder of the Company for its approval and adoption and desire to recommend to the shareholder that the Merger Agreement, the Transaction and all the other transactions contemplated by the Merger Agreement be approved.

D. The undersigned sole shareholder of the Company and directors of Parent have received and reviewed the Merger Agreement and have had the opportunity to ask questions regarding the Transaction.

E. The undersigned sole shareholder of the Company and directors of Parent deem it to be in the best interest of the Company to enter into the Merger Agreement and the Transaction Documents.

F. The undersigned directors of Parent desire to designate, appoint and ratify the appointment of the below-listed individuals as the officers of Parent, to serve until their earlier death, resignation or removal.

RESOLUTIONS

1. The undersigned directors of the Company approve and authorize in all respects the form and terms of the Merger Agreement, the Transaction Documents, the transactions contemplated by the Merger Agreement, and the Transaction.

2. The undersigned directors of the Company hereby submit the Merger Agreement to the undersigned shareholder of the Company for its approval and adoption and hereby recommend to the undersigned shareholder of the Company that the Merger Agreement, the Transaction and all other transactions contemplated by the Merger Agreement be approved.

3. Upon such submission and recommendation by the undersigned directors of the Company, the undersigned shareholder of the Company and the directors of Parent hereby ratify, confirm and approve in all respects, the form and terms of the Merger Agreement, the Transaction Documents, the Transaction and all other transactions contemplated by the Merger Agreement, in each case in the form approved by the undersigned directors of the Company.

4. Upon such approval, any officer of the Company and Parent, respectively, (each, individually, a "Proper Officer" and together, the "Proper Officers"), alone or together with any other Proper Officer, are authorized and directed, for and on behalf of and in the name of the Company and Parent, respectively, to execute and deliver the Merger Agreement and the Transaction Documents and all other documents and instruments he deems necessary or appropriate to effectuate the Transaction, each of such agreements, documents and instruments to be in such form and to contain such provisions as he shall approve, and his signature appearing thereon shall constitute conclusive evidence of such officer's approval of the terms thereof.

5. Upon such approval, any Proper Officer is hereby authorized, directed and empowered for, on behalf of and in the name of the Company and Parent, respectively, to take any and all additional actions and to execute, issue and/or deliver any and all other amendments, forms, certificates, agreements, documents, instruments or other items on behalf of the Company and Parent, respectively, or by the undersigned's direction that are deemed necessary to effectuate the intent of the foregoing recitals and resolutions.

6. Each of the following individuals is appointed to the offices of Parent stated opposite his name, to serve until his earlier death, resignation or removal:

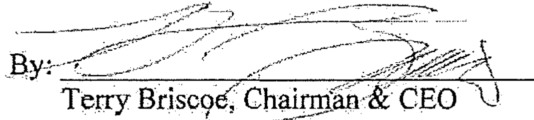
Terry Briscoe	Chairman, Chief Executive Officer and Secretary
Thomas Ehrsam	President, Vice Chairman and Treasurer

7. All actions of the officers of the Company and Parent taken prior to the adoption of these resolutions in furtherance of the transactions described herein and consistent with the authority set forth herein are hereby confirmed, approved and ratified in all respects as the act and deed of the Company or Parent, respectively.

[*Signature page follows.*]

This Record of Action is dated as of the first date written above.

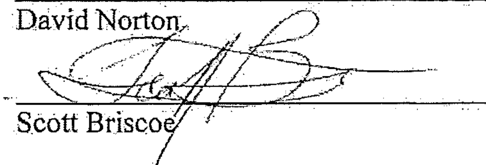
NATIONAL SERVICES, INC., as the sole shareholder of National Insurance Company of Wisconsin, Inc.



By: ______________________
Terry Briscoe, Chairman & CEO

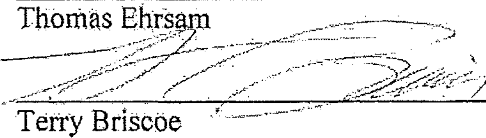
BOARD OF DIRECTORS OF THE COMPANY

Bruce Miller



David Norton

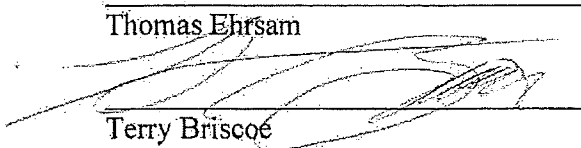
Scott Briscoe



Thomas Ehrsam

Terry Briscoe

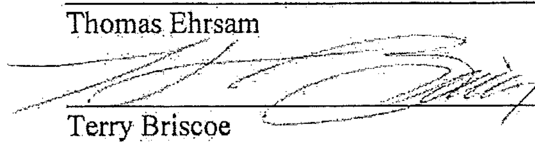
SHAREHOLDERS OF PARENT



Thomas Ehrsam

Terry Briscoe

BOARD OF DIRECTORS OF PARENT



Thomas Ehrsam

Terry Briscoe

This Record of Action is dated as of the first date written above.

NATIONAL SERVICES, INC., as the sole shareholder of National Insurance Company of Wisconsin, Inc.

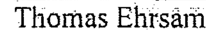
By: ______________________________
Terry Briscoe, Chairman & CEO

BOARD OF DIRECTORS OF THE COMPANY

Bruce Miller

David Norton

____
Scott Briscoe


Thomas Ehrsam

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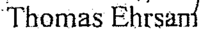
Terry Briscoe

SHAREHOLDERS OF PARENT


Thomas Ehrsam

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Terry Briscoe

BOARD OF DIRECTORS OF PARENT

Thomas Ehrsam

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Terry Briscoe