

# Agreement of Merger

## PREAMBLE

**Woman's Life Insurance Society** ("Woman's Life") and **Trusted Fraternal Life** ("TFL") are fraternal benefit societies providing insurance and other fraternal benefits to their members. The Boards of Directors of Woman's Life and TFL have determined that the Parties share common purposes of serving communities, providing financial security and enhancing quality of life.

The Boards of Directors of Woman's Life and TFL deem it advisable and in the best interests of the Parties and their respective members, that Woman's Life merge with and into TFL pursuant to the terms and conditions set forth in this Agreement.

THIS AGREEMENT OF MERGER ("Merger Agreement" or "Agreement") is entered into this day of \_\_\_\_\_, 2024, by and between Woman's Life Insurance Society, a Michigan fraternal benefit society, and Trusted Fraternal Life, a Wisconsin fraternal benefit society. Such corporations are hereinafter collectively referred to as the "Parties." The Parties agree as follows:

## ARTICLE ONE MERGER AND CLOSING

Section 1.01 Merger and Effective Time. In accordance with the provisions of Applicable Law and subject to the terms and conditions of this Agreement, Woman's Life, will be merged with and into TFL (the "Merger") as of 12:00 a.m. central standard time on [DATE], or at such later time as the Parties may agree to specify in the Articles of Merger (the "Effective Time").

Section 1.02 Effect of Merger. On the Effective Time, in accordance with and to the maximum extent of Applicable Law, the Parties will be merged into a single corporation and the separate existence of Woman's Life will cease and TFL will be the Surviving Society (the "Surviving Society"). The rights, privileges and interests of the Parties, and all property, real, personal and mixed, and all debts due to the Parties on whatever account, including without limitation, premiums, the rights and obligations of any member or employee of the Parties, and other legal rights belonging to the Parties, will be taken and be deemed invested in the Surviving Society without further act or deed. All property, rights, privileges and franchises, and every other interest will be the

property of the Surviving Society as they were of the Parties. The title to any real estate or interest therein, vested by deed or otherwise in the Parties, will not revert or be in any way impaired by reason of the Merger. The Surviving Society will be responsible and liable for all the liabilities and obligations of the Parties, including without limitation, the Parties' obligations to fund and perform on benefit contracts issued by the Parties to their members, any agreements between the Parties and third parties, such as reinsurers, vendors, lessors or employees, the rights and obligations of any employee, including any liability accruing under an employment agreement entered into by the Parties and any Parties' pension plan. The rights of the creditors of the Parties, or of any persons dealing with the Parties, will not be impaired by the Merger and any claim existing or action or proceeding pending by or on behalf of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Society may be proceeded against or substituted in its place.

Section 1.03 Woman's Life Members. On the Effective Time, the members of Woman's Life will become members of the Surviving Society, and a part of the Woman's Life Brand of TFL with the rights, obligations and privileges of membership accruing thereto under the Articles of Incorporation and Bylaws of TFL.

Section 1.04 Woman's Life Chapters. On the Effective Time, all chapters of Woman's Life will continue as subordinate chapters of the Surviving Society and a part of the Woman's Life Brand of TFL. All members, leaders, and assets will be retained by the chapters and the chapters will continue under their current Woman's Life name and number.

Section 1.05 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the time mutually agreed upon by the Parties, after all conditions to the Parties' obligations set forth in this Agreement have been satisfied or waived by the Party entitled to the benefit of such condition.

## ARTICLE TWO GOVERNANCE OF THE SURVIVING SOCIETY

Section 2.01 Name. On the Effective Time, the name of the Surviving Society will be Trusted

Fraternal Life or such other name that it selects. On the Effective Time, Woman's Life will continue as a Brand of TFL as described in Bylaws of TFL.

Section 2.02 Articles of Incorporation and Bylaws of the Surviving Society. On the Effective Time, the Articles of Incorporation and Bylaws of TFL will be the Articles of Incorporation and Bylaws of the Surviving Society. The requirements for membership set forth in TFL's Articles of Incorporation and Bylaws and resolutions of its Board of Directors will be the requirements for membership of the Surviving Society.

Section 2.03 Directors. Subject to Section 2.02 above, the directors of TFL in office on the Effective Time will be directors of the Surviving Society and will hold office for the terms for which they have been elected until their successors are duly elected and qualified pursuant to the Articles of Incorporation and Bylaws, as applicable, of the Surviving Society. In addition, one director of Woman's Life will be selected to serve to the Board of Directors of TFL for a term of as of the Effective Time through the term that begins January 1, 2025 and ends December 31, 2027 in accordance with the Bylaws of TFL.

Section 2.04 Woman's Life Brand Advisory Board. The directors of Woman's Life in office immediately prior to the Effective Time, other than the director appointed to the TFL Board of Directors under Section 2.03 will constitute the initial Woman's Life Brand Advisory Board as described in the TFL Bylaws.

Section 2.05 Officers and Committees. All persons who, on the Effective Time, are officers or members of any committee of the board of directors of TFL will, on the Effective Time, hold the same office in the Surviving Society as they heretofore held in TFL until their successors are duly appointed or elected pursuant to the Bylaws of the Surviving Society. The President and CEO ("CEO") of TFL will be the current incumbent CEO of the Surviving Society, subject to the selection and removal as provided for by the Surviving Society's Articles of Incorporation and Bylaws, as applicable.

Section 2.07 Offices. The home office of the Surviving Society as of the Effective Time will be the home office of TFL in Milwaukee, Wisconsin. The Surviving Society will maintain an office in Port

Huron Michigan at least until December 31, 2027, and may maintain such office for a longer period of time if that is deemed to be in the best interests of the Surviving Society.

Section 2.08 Woman's Life Employees. Woman's Life and TFL will develop and agree to a plan for employment of Woman's Life employees (the "Employment Plan") prior to the Closing. The Employment Plan will outline terms, benefits, and expectations for continuing employment of Woman's Life employees following the Effective Time, terms for severance for any Woman's Life employees not continuing employment with the Surviving Society, and the integration or assumption by TFL of any pension or benefit plans offered by Woman's Life to its employees.

### **ARTICLE THREE ADDITIONAL AGREEMENTS**

Section 3.01 Transaction Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear all of its Transaction Expenses, regardless of whether the Transaction is consummated. This includes all fees and expenses relating to the Transaction, including the negotiation of this Agreement, the performance of any obligations under this Agreement and all ancillary agreements hereto, and the consummation of the transactions contemplated hereby and thereby (including, without limitation, the fees and expenses of any attorneys, accountants, financial advisors or other advisors).

Section 3.02 Further Assurances. Each Party to this Agreement will take all reasonably appropriate action and execute any additional documents, instruments and conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Agreement or consummate any of the transactions contemplated hereby or thereby.

Section 3.03 Confidentiality. Except as required by Applicable Law, the Parties to this Agreement will hold, and will cause each of their directors, officers, employees, accountants, counsel, financial advisors and other representatives and affiliates to hold, any non-public information obtained from the other Party, or their affiliates, advisors and other agents in confidence to the extent required by, and in accordance with the provisions of, the confidentiality agreement dated August 2, 2023, and entered into by and between Woman's Life and TFL (the

"Confidentiality Agreement"), provided, however, that the obligations of the Surviving Society under the Confidentiality Agreement will expire on the Closing Date as to all Confidential Information, except to the extent that disclosure of such information is prohibited by Applicable Law.

#### ARTICLE FOUR CLOSING CONDITIONS

Section 4.01 Conditions to a Party's Obligations. The obligations of a Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions at or before the Closing Date:

- a. Representations, Warranties and Covenants. The representations and warranties of the other Party as agreed to by the Parties will be true and correct as of the date of this Agreement and, except for any such representations and warranties that only speak as an earlier specified date, as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for such failures of such representations and warranties to be true and correct (without regard to any materiality qualifier set forth in such representations and warranties) as would not, individually or in the aggregate, have a Material Adverse Effect. Each Party will have performed or complied in all respects with all covenants and agreements of the Party to be performed or complied with on or prior to the Closing Date.
- b. Employment Plan. The Parties shall have agreed to the Employment Plan on terms acceptable to both of the Parties.
- c. Government Consents. All Government Consents that are required for the consummation of the transactions contemplated by this Agreement have been obtained and will be in full force and effect.
- d. Consents. Any required third-party consents will have been obtained and will be in full force and effect; provided, however, that any such consents not obtained by a Party, but waived by the other Party, will not be an unfulfilled condition.
- e. No Prohibitions. There will not be pending any action or proceeding, before any Governmental

Entity, (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to prohibit direct or indirect ownership or operation by the Surviving Society of all or a material portion of Woman's Life assets as a result of the transactions contemplated hereby, (iii) seeking to invalidate or render unenforceable any material provision of this Agreement or (iv) otherwise relating to and materially adversely affecting the transactions contemplated hereby.

- f. Material Adverse Effect. There will not have occurred between the date of this Agreement and the Closing Date any Material Adverse Effect.
- g. Liens. Any Lien on the Woman's Life assets (other than Liens permitted in writing by TFL) will have been released.
- h. Authorization of Supreme Governing Body. Each Party's supreme governing body, by a resolution duly adopted, has approved this Agreement and the transactions hereby contemplated pursuant to Applicable Law and their Articles of Incorporation and Bylaws.

#### ARTICLE FIVE TERMINATION

Section 5.01 Termination. This Agreement and the Merger contemplated thereby may be terminated at any time prior to the Closing Date as follows:

- a. by the mutual written consent of TFL and Woman's Life;
- b. by either TFL or Woman's Life if there has been a material misrepresentation, material breach of warranty or breach of covenant on the part of the other Party in the representations, warranties and covenants agreed to by the Parties that has not been cured within thirty (30) days after receipt of written notice of such misrepresentation or breach, but only to the extent that such misrepresentation or breach would have a Material Adverse Effect, provided, however, the Party in breach will have no right to terminate the Agreement under this Section 5.01(b);

- c. by either TFL or Woman's Life if the transactions contemplated hereby have not been consummated by [DATE], which time will be extended by up to thirty (30) days if notice of a misrepresentation or breach is given under Section 5.01(b) and the Party to whom notice is directed is making a diligent effort to cure such breach or misrepresentations; provided, however, that a Party will not be entitled to terminate this Agreement pursuant to this Section 5.01(c) if such Party's breach of this Agreement has prevented the consummation of the transactions contemplated by this Agreement; or
- d. by either Party, if there will be any order, injunction or decree of any Governmental Entity which prohibits or restrains either Party from consummating the transactions contemplated hereby, and such order, injunction or decree will have become final and non-appealable; provided, however, that prior to termination under this 5.01(d), the Party seeking to terminate this Agreement will have used all reasonable efforts to have such order, injunction or decree vacated.

Section 5.02 Effect of Termination.

- a. In the event of the termination of this Agreement by either TFL or Woman's Life as provided in Section 5.01, all provisions of this Agreement will terminate, and there will be no liability on the part of TFL or Woman's Life or their respective members, officers, directors, or agents except that the Parties will remain liable for breaches of this Agreement occurring prior to the time of such termination, and except that the provisions of Section 3.03 of this Agreement will survive any such termination.
- b. Each Party will promptly cause to be returned to the other Party all documents and information obtained in connection with Agreement and the transactions contemplated by this Agreement and all documents and information obtained in connection with that Party's investigations of the operation and financial and legal affairs of the other Party, including any copies made by a Party or any of their representatives of any such documents or information.

**ARTICLE SIX  
CONTINUATION AND SURVIVAL OF  
REPRESENTATIONS AND WARRANTIES**

Section 6.01 Continuation and Survival of Representations and Warranties. The representations and warranties agreed to by the Parties will continue and survive until the Closing Date.

**ARTICLE SEVEN  
MISCELLANEOUS**

Section 7.01 Press Releases and Announcements. Prior to the Closing Date, the Parties will cooperate to prepare a press release for issuance upon the Closing, announcing the consummation of the transactions contemplated herein. Other than the foregoing, no Party hereto will issue any press release (or make any other public announcement) related to this Agreement or the transactions contemplated hereby without prior written approval of the other Party, except to the extent that the Party reasonably determines that any such press release or other announcement is necessary in order to comply with any Applicable Law, in which case such Party will consult the other prior to issuing such press release or other announcement.

Section 7.02 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

Section 7.03 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile or other electronic transmission device. Notices, demands and communications to TFL or Woman's Life will, unless another address is specified in writing, be sent to the address indicated below:

**Notices to TFL:**

John Borgen  
President and CEO  
Catholic Financial Life  
1100 West Wells Street  
Milwaukee, WI 53233

**With a copy (which will not constitute Notice) to:**

Todd Martin  
Pierson Ferdinand, LLP  
856 Wickersham Ct.  
Sun Prairie, WI 53590

**Notices to Woman's Life:**

Christopher Martin, CEO  
Woman's Life Insurance Society  
1338 Military St.  
Port Huron, MI 48060

**With a copy (which will not constitute Notice) to:**

David Ness  
Fafinski Mark & Johnson  
775 Prairie Center Drive, Suite 400  
Eden Prairie, MN 55344

Section 7.04 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party hereto without the prior written consent of the other Party hereto.

Section 7.05 Third-Party Beneficiaries. Except for those rights and liabilities assumed by or vested in the Surviving Society pursuant to Section 1.02 or Applicable Law, nothing in this Agreement will confer any rights upon or create any liabilities in any person or entity that is not a Party or permitted assignee of a Party to this Agreement.

Section 7.06 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.07 Complete Agreement. This Agreement and the other documents referred to herein contain the complete agreement of the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, the Confidentiality Agreement will survive the execution and delivery of this Agreement. The section, paragraph and other headings of this Agreement are for reference purposes and will not affect the meaning or interpretation of the Agreement.

Section 7.08 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 7.09 Signatures; Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument. A facsimile or electronic signature will be considered an original signature.

Section 7.10 Governing Law. The internal Applicable Law, without regard for conflicts of laws principles, of the State of Wisconsin will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

**ARTICLE EIGHT  
DEFINITIONS**

Section 8.01 Definitions. The following terms have the following meanings for purposes of this Agreement:

"Agreement" has the meaning specified in the introductory paragraph.

"Applicable Law" means any constitution, law, ordinance, rule, principle of common law, regulation, statute, treaty, order, judgment, decree or injunction or other requirements of any jurisdiction applicable.

"TFL" means Trusted Fraternal Life.

"Woman's Life" means Woman's Life Insurance Society.

"Closing" has the meaning specified in Section 1.05.

"Closing Date" means the date on which the Closing occurs.

"Effective Time" has the meaning specified in Section 1.01.

"Governmental Entity" means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

"Lien" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind.

"Material Adverse Effect" means a material adverse effect on (i) the financial condition or results of operation of a Party which is reasonably expected to exceed 1% of the current surplus of such Party or (ii) the ability of a Party to consummate the transactions contemplated by this Agreement, other than (a) any material change in the financial, banking, currency or capital markets; (b) conditions and events generally affecting the insurance and reinsurance industry; and (c) conditions or effects resulting from or relating to announcement of this Agreement or the transactions contemplated herein or therein; and (d) any material change in Applicable Law or regulation, including law, regulatory and accounting standards relating to insurance.

"Merger" has the meaning set forth in Section 1.01.

"Parties" has the meaning set forth in the opening paragraph.

"Surviving Society" has the meaning set forth in Section 1.02.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**WOMAN'S LIFE INSURANCE SOCIETY**

By: \_\_\_\_\_  
Christopher Martin  
CEO

Witness: \_\_\_\_\_

**TRUSTED FRATERNAL LIFE**

By: \_\_\_\_\_  
John T. Borgen  
President & CEO

Witness: \_\_\_\_\_