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November 20, 2025

VIA OVERNIGHT COURIER & EMAIL to:

DSherman@pa.gov

Diana L. Sherman, CPA, CFE, CISA, CITP
Deputy Insurance Commissioner
Office of Corporate & Financial Regulation
Pennsylvania Insurance Department
1345 Strawberry Square
Harrisburg, PA 17120

RE: Request for Exemption for the Merger of Ever-Greene Mutual Insurance Company with and into Everett Cash Mutual Insurance Co.

Dear Deputy Sherman:

As you know, I represent Everett Cash Mutual Insurance Co., which today filed with you an Application for Approval of its conversion from mutual to stock form pursuant to a duly adopted Plan of Conversion (the "Plan") under the Insurance Company Mutual-to-Stock Conversion Act, 40 P.S. §§ 911-A, et seq. (the "Act"). Under the Plan, adopted by the ECM Board of Directors on October 22, 2025, ECM will convert from a Pennsylvania mutual insurance company to a Pennsylvania stock insurance company pursuant to the Act, and will simultaneously issue and sell all of its authorized shares to Old Republic Specialty Insurance Group, Inc. ("OR Specialty"), a Delaware business corporation that is a direct wholly owned subsidiary of Old Republic International Corporation ("ORI"), which is also a Delaware corporation. ECM (and each of its wholly owned-subsidiaries) will thereby become wholly owned by ORI. In connection with the Plan, ECM, ORI and OR Specialty entered into a Stock Purchase Agreement on October 22, 2025 (the "SPA").

As a condition to consummating the acquisition of ECM by OR Specialty as described under the Plan and the SPA (the "Acquisition"), ECM will be merging its affiliate Ever-Greene Mutual Insurance Company ("Ever-Greene") with and into ECM and out of existence. Ever-Greene has only one policyholder member, ECM, and as such, ECM currently controls Ever-

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Greene. Moreover, Ever-Greene's only business is to reinsure certain ECM insurance policies on a quota share basis, and the Parties have concluded in connection with the Acquisition that the rolling up of Ever-Greene into ECM is desirable from an organizational and operational standpoint. For your reference, the Agreement & Plan of Merger that Ever-Greene and ECM have entered into is attached.

Under Article XIV of the Pennsylvania Insurance Holding Companies Act (the "Holding Companies Act"), we believe the proposed merger of Ever-Greene with and into ECM is exempt because it is not being made or entered into for the purpose of and not having the effect of changing or influencing the control¹ of Ever-Greene or ECM insofar as (i) ECM is currently an affiliate within the same holding company system of Ever-Greene as reflected on the NAIC Annual and Quarterly Statement Schedule Y and Form B Holding Company Registration Statement of ECM and Ever-Greene, and (ii) ECM is Ever-Greene's sole policyholder member. ECM as the sole member of Ever-Greene has approved the merger, the respective boards of ECM and Ever-Greene have approved the merger, and approval of the merger by the ECM policyholders is not required under applicable Pennsylvania law.

Consequently, ECM is respectfully requesting that you acknowledge this exemption under 40 P.S. § 991.1402(g)(1) of the Holding Companies Act and issue an Order to that effect.

If you have any questions, please do not hesitate to contact me. We appreciate your courtesies and attention to this request, as the parties' intentions are to consummate the merger as soon as is practicable.

Respectfully yours,

/s/Matthew D. Coble
Matthew D. Coble



Attachment

¹ 40 P.S. § 991.1402(g) of the Holding Companies Act provides an exemption from the requirement to file a Form "A" statement under Section 1402(b) of the Holding Companies Act for an acquisition that the Pennsylvania Insurance Department ("Insurance Department") determines (1) has not been entered into for the purpose, and not having the effect, of changing or influencing the control of a domestic insurer, or (2) is otherwise not comprehended within the purposes of the section.

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cc: Steven L. Yerger, Chief, Company Licensing (via email w/attach.)
Randy F. Shaw, President, ECM (via email w/attach.)
Timothy S. Farber, Troutman Pepper Locke LLP (via email w/attach.)
Steven B. Davis, Esquire, Stradley Ronon (via email w/attach.)

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (1990–1999) (Department of Health 2000).

There is a growing emphasis on the importance of the public sector in the provision of health care services, and the need to ensure that the public sector is able to meet the needs of the population. This has led to a number of initiatives aimed at improving the efficiency and effectiveness of the public sector, including the introduction of new management practices and the restructuring of the public sector. The aim of this paper is to review the literature on the public sector and to discuss the implications for the future of the public sector.

The paper is organized as follows. Section 2 discusses the importance of the public sector in the provision of health care services. Section 3 discusses the need to ensure that the public sector is able to meet the needs of the population.

Section 4 discusses the initiatives aimed at improving the efficiency and effectiveness of the public sector. Section 5 discusses the implications for the future of the public sector.

Section 6 discusses the conclusions of the paper. Section 7 discusses the implications for the future of the public sector.

Section 8 discusses the conclusions of the paper. Section 9 discusses the implications for the future of the public sector.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“Agreement”) dated as of the 20th of November, 2025, is by and among EVERETT CASH MUTUAL INSURANCE CO., a Pennsylvania domiciled mutual property and casualty insurance company (“ECM”), and EVER-GREENE MUTUAL INSURANCE COMPANY, a Pennsylvania domiciled mutual property and casualty insurance company (“EGM”) (ECM and EGM being herein sometimes collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, EGM and ECM are affiliates within the same insurance holding company system;

WHEREAS, ECM is EGM’s only policyholder member;

WHEREAS, EGM’s business activities are limited solely to providing reinsurance to ECM with respect to certain ECM policies;

WHEREAS, ECM has adopted a Plan of Conversion and contemporaneously entered into a Stock Purchase Agreement with Old Republic Specialty Insurance Group, Inc. and Old Republic International Corporation, each of which contemplates EGM being merged with and into ECM and out of existence;

WHEREAS, ECM and EGM desire that EGM be merged with and into ECM, with ECM being the surviving corporation, upon the terms and conditions set forth in this Agreement and in accordance with the Pennsylvania Business Corporation Law of 1988 (the “BCL”) (the “Merger”); and

WHEREAS, the Boards of Directors of ECM and EGM have adopted resolutions approving the Merger and such documentation as may be required to consummate the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, ECM and EGM hereby agree as follows:

1. **Merger**. At the Effective Time (as hereinafter defined), EGM shall be merged with and into ECM, ECM shall continue as the surviving corporation in the Merger (the “Surviving Corporation”), and the separate corporate existence of EGM shall cease.
2. **Effects of the Merger**. The Merger shall have the effects set forth in this Agreement and the applicable provisions of the BCL. Without limiting the generality of the foregoing, at the Effective Time, by virtue of the Merger and without further act or deed, all the property, rights, privileges and powers of ECM and EGM shall vest in the Surviving Corporation, and all debts, liabilities, and duties of ECM and EGM shall become debts, liabilities and duties of the Surviving Corporation.

3. **Effective Time.** The Parties shall cause the Merger to be consummated by filing a statement of merger (“Statement of Merger”), executed in accordance with the BCL, with the Department of State of the Commonwealth of Pennsylvania, and the Merger shall become effective as of the date and time of the filing of such Statement of Merger with such Department of State, or such later time as is specified in the Statement of Merger (the “Effective Time”).
4. **Treatment of Membership Interests.** At the Effective Time, without any action on the part of ECM or EGM, (i) (A) ECM’s membership interest in EGM that arises by virtue of it being the sole policyholder member of EGM shall automatically be extinguished, and (B) all policies of insurance issued by EGM to ECM shall be cancelled in accordance with Section 10 hereof; and (ii) each membership interest in ECM outstanding immediately prior to the Effective Time of the Merger shall continue unchanged after the Effective time, and the holders of such membership interests following the Effective Time shall continue to be entitled to cast at least a majority of the votes entitled to be cast generally for the election of directors of the Surviving Corporation in accordance with the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or in accordance with applicable law.
5. **Articles of Incorporation.** The Articles of Incorporation of ECM as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or in accordance with applicable law.
6. **Bylaws.** The Bylaws of ECM, as in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or in accordance with applicable law.
7. **Directors & Officers.** At the Effective Time, the Board of Directors of the Surviving Corporation shall consist of those persons who were directors of ECM immediately prior to the Effective Time, and the officers of the Surviving Corporation shall be the persons who were officers of ECM immediately prior to the Effective Time, in each case until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and bylaws of the Surviving Corporation.
8. **Termination & Amendment.** This Agreement may be terminated by the Board of Directors of ECM or EGM at any time prior to the Effective Time. In addition, the respective Boards of Directors of ECM and EGM may authorize amendment of this Agreement at any time prior to the Effective Time.
9. **Insurance Department Approval.** ECM and EGM’s respective obligations to consummate the Merger are subject to the receipt of an Order from the Pennsylvania Insurance Department acknowledging that the Merger is exempt under the Holding Companies Act.

10. **Termination of Reinsurance.** Immediately prior to the Effective Time, the Parties shall take all actions necessary to cause that certain Quota Share Reinsurance Agreement between ECM and EGM to be cancelled and terminated in accordance with its terms as of the Effective Time.
11. **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and shall supersede all prior agreements or understandings relating to such subject matter.
12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.
13. **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.
14. **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.

IN WITNESS WHEREOF, ECM and EGM have caused this Agreement to be executed by their respective Presidents and attested by their respective Secretaries all as of the date first above written.

ATTEST:

By: 

Name: David E. Eppinger

Title: Secretary

EVERETT CASH MUTUAL INSURANCE
CO.

By: 

Name: Randy F. Shaw

Title: President

ATTEST:

By: 

Name: David E. Eppinger

Title: Secretary

EVER-GREENE MUTUAL INSURANCE
COMPANY

By: 

Name: Randy F. Shaw

Title: President