

Founded May 1, 1873

The Artisan

ARTISAN MAIN OFFICE

8100 Roosevelt Boulevard

Philadelphia, PA 19152

Phone - 215-708-1000

www.artisansaomp.org

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2021

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E-mail: Graf2@aol.com

8100 Roosevelt Blvd., Philadelphia, PA 19115

Editor - Bryan Werner
Graf2@aol.com

RESCHEDULED

Artisans Family BBQ

NOW SUNDAY, SEPTEMBER 26 | 1 PM | ARTISAN HALL

COME OUT AND CELEBRATE FRATERNALISM WITH YOUR BROTHER AND SISTER ARTISANS

FREE FOOD AND GAMES

ALL ARTISANS WELCOME

THIS EVENT WAS RESCHEDULED IN ORDER TO COMPLY WITH NEW COVID GUIDELINES IMPLEMENTED BY THE CITY, AND ALLOW ASSEMBLIES TIME TO MEET IN ORDER TO LET MEMBERS WITHOUT EMAIL KNOW THE NEW DATE OF THE ARTISANS FAMILY BBQ

Please give the office a call and let us know how many Artisans
your family is bringing to the picnic

VOICE OF THE GAVEL

Hello Brother and Sister Artisans;

We are shaking off the dust and starting to open back up. We have many great activities planned for the rest of this year. We just had a great MEMA family weekend to Knoebels Amusement Park. The food, weather and company was fantastic. Make sure to read your Artisan to find out about all the upcoming events that are planned throughout the rest of the year. When your Assembly decides to meet make sure that all CDC and local health guidelines are being followed, we want to keep all of our Brother and Sister Artisans healthy.



Fraternally,
Barry Spindler
Most Excellent Master Artisan

SUBMIT YOUR ARTICLES AND PHOTOGRAPHS TO THE ARTISAN

Do you have an event planned, some news to report, or any other interesting bit of information that the membership might find interesting? Submit your articles and photographs to *The Artisan*!

All articles for publication in *The Artisan* must be submitted in Microsoft Word or Word Perfect electronic format.

All articles may be edited. Articles should briefly explain the "Who, What, When and Where."

Write your articles for the general membership who may not be familiar with your assembly, association or members. Readers will be most interested in major events, unusual events, ideas or other interesting information.

Material being sent for consideration for *THE ARTISAN* should be packaged (to protect photographs) and mailed to: Artisans Order of Mutual Protection, 8100 Roosevelt Blvd., Philadelphia, PA 19152, attention: *THE ARTISAN*. The copy deadlines are December 15 for the Winter Issue, March 15 for the Spring Issue, June 15 for the Summer Issue and September 15 for the Fall Issue. The Artisans cannot assume any liability for the safe receipt of any materials submitted.

MEMA Weekend to Knoebels

The MEMA family weekend was a big success. The weather was sunny and in the upper 70's. All those who attended this great event were treated to a fantastic dinner at the park and free ride tickets courtesy of St. John's Assembly and the Artisans. The Friday hospitality room was a great way to get reacquainted after the long shut down due to covid restrictions. There was plenty of food and beverages for all of our members. Everyone who attended said it was one of the best events they had attended in a long time. Pictures on page 3 and 7.



Steve and Susan Jorett enjoying a meal at Knoebels



Bryan seeing if that pumpkin would fit in the office

UP-COMING EVENTS

September

Dining Club - 13th

Knoebels - 10th, 11th and 12th

Picnic at the Hall - 26th

St Johns' visitation - 28th

October

Dining Club - 11th

Trunk or Treat - 23rd

November

Thanksgiving - 25th

December

Artisans Christmas Party - 4th

NY Christmas Show - 9th

Lunch with Santa - 18th

Disney on Ice - 27th

*Share the fun, sign
up a friend today.*



M.E. SUPERINTENDENT LETTER

We are finally starting to get on a roll again as a group. The MEMA trip to Knoebels was fantastic and everyone was treated to a weekend of delicious food and rides. There are many activities planned for the rest of this year. We will be holding a Trunk or Treat at the Hall in place of the indoor Halloween party. Candy and prizes will be given away to all Junior Artisans who attend this new event. It looks like Santa will be paying us a visit this year. Our Lunch with Santa is a go and our Juniors will be treated by a visit from Old Saint Nick. Finally Disney on Ice is back on a first come first basis. We purchased a limited number of tickets so when their gone they are gone. I hope to see you at all of our up-coming Junior Activities.

Fraternally yours,

Carla Werner - M.E.S.

CONGRATS CJ!

USATF NATIONAL JUNIOR

PHOTO 118

CHARLES STAFAN
OF GEORGETOWN
5:22.21

THE RESULTS ARE IN! WAY TO GO CJ!
1500M OLYMPIC MILE RESULTS: 5:22:21
2ND PLACE IN HIS HEAT!
3RD FASTEST 9 YEAR OLD IN THE COUNTRY!

Lunch With **SANTA**

Each child will receive lunch, a photo with Santa and a gift



TICKETS

\$7 PER CHILD

\$3 PER ADULT

**SATURDAY
DECEMBER 18TH
11:00 AM**

8100 ROOSEVELT BLVD. PHILADELPHIA, PA 19152

FOR MORE INFO CALL 215-708-1000



3% Annuity

Great Opportunity

**Fantastic Return
That Can't be Beat**

No Upfront Fees

No Hidden Costs

**We Have Never
Missed a Payment
Since Being Founded
in 1873**

**Contact Us:
215-708-1000**

www.artisansaomp.org

**In these tough times be safe
and invest with the Artisans**

**We're not just an
insurance company**

**We are a fraternal
benefit society
that treats you
like family**



Fraternal Activities



Does Carla feel like someone is looking over her shoulder?



Kozmo greets some of our Junior Artisans



Tod and Geri Davies ready to take on the rides



Elayna and Dave out for a ride



The Spindler Family enjoying the picnic



Agnes Flanagan and her grandson Harrison at the Knoebels haunted house ride



Artisans Order of Mutual Protection



\$10,000

Juvenile Term Policy

Regular insurance policies do not
give you all the returns and
benefits that an Artisan policy
does.

\$12.00
the first year

\$24.00 a year after that

**Juvenile policy goes
until age 25**

Contact Us:
215-708-1000

www.artisansaomp.org



Artisans Juvenile Term Policy Benefits

- 1 Great Price
- 2 Scholarships
- 3 Activities
- 4 Partial College Book Reimbursement



**WITH AN OFFER THIS GOOD
YOU CAN'T AFFORD
NOT TO SPEND**

\$1.00

**PER MONTH
ON YOUR CHILD**

The Artisans are offering \$10,000.00
worth of life insurance protection for children from birth to age 24
This is an offer for Juvenile Term Insurance which is guaranteed renewable to age 25
provided the premiums are paid.

**Good reasons why your children or grandchildren
should have this coverage with the Artisans**

- IT IS AFFORDABLE. For the first year, the annual cost is only \$12.00 for \$10,000.00 of life insurance protection. Every year thereafter it is only \$24.00 per year. That is only \$2.00 per month for your peace of mind. If you prefer more coverage, we offer \$25,000.00 of life insurance protection for \$27.50 for the first year and each year after, it is only \$55.00 annually.
- The FACE VALUE REMAINS LEVEL throughout the term of the policy, as long as it is paid for. Term Life Insurance does not accumulate any cash value.
- NO MEDICAL EXAMS are required with a good medical history. We underwrite our own insurance so there are no secondary parties to deal with.
- Between the ages of 18 and 25, it can be converted to permanent insurance for DOUBLE THE FACE AMOUNT, REGARDLESS OF HEALTH.
- As long as your child has been a member of the Artisans for at least two years, they become eligible to apply for College Scholarships, Continuing Education Scholarships, Nursing Scholarships as well as a College Book Reimbursement program for each year they are in college.
- Some of the other benefits include a host of activities at reduced prices for members.

**With nearly a century and a half of experience, incorporated in 1873
We provide quality life insurance and annuities**

**8100 Roosevelt Boulevard, Philadelphia, PA 19152
Phone 215-708-1000 ★ Fax 215-708-1779**

The Boy Scouts Artisan Troop 226

**CAMPING, DRUM AND BUGLE CORP.,
EDUCATIONAL HIKES, TRIPS
AND MUCH MORE**

Every Thursday Night | 7:30 PM | Artisan Hall - 8100 Roosevelt Blvd.

Make friends.
Catch fish.
Earn badges.
Climb rocks.
Explore caves.
Take hikes.
Visit museums.
Launch rockets.
Race cars.
Roast marshmallows.
Take pictures.
Help people.
Discover trails.
Ride bikes.
Play sports.
Learn games.
Build character.
Gain confidence.
Hit targets.
Laugh loud.
Grow better.
Camp out.
Work together.
Have fun.



**ADVENTURE IS WAITING.
BUILD YOURS AT BEASCOUT.ORG.**



**Join The Boy Scouts
Artisan Troop 226**

**If you interested in the scouting give Bryan Werner
a call at: 215-708-1000**



Some past events with Artisan Troop 226 and Pack 2226

New Unit!
Pack 2226
Boys and Girls

Make friends.
Catch fish.
Earn badges.
Climb rocks.
Explore caves.
Take hikes.
Visit museums.
Launch rockets.
Race cars.
Roast marshmallows.
Take pictures.
Help people.
Discover trails.
Ride bikes.
Play sports.
Learn games.
Build character.
Gain confidence.
Hit targets.
Laugh loud.
Grow better.
Camp out.
Work together.
Have fun.

ADVENTURE IS WAITING.
BUILD YOURS AT [BEASCOUT.ORG](https://www.bsatroop226.com/node/1498).

Pack 2226 serves girls and boys age 5 to 5th grade.
Upcoming summer time activities.
Located at 8100 Roosevelt Blvd. in Northeast Philadelphia.
Pack 2226 Honor Guard Unit - We march in parades
<https://www.bsatroop226.com/node/1498>
Contact cubpack@bsatroop226.com





A vibrant Halloween-themed poster for a 'Trunk or Treat' event. The background is a warm orange and yellow gradient with a large, glowing full moon. Various Halloween motifs are scattered throughout: a spider in the top left, a diamond-shaped logo in the top right, a ghost on the left, and two bats on the right. The central text reads 'Artisans Order of Mutual Protection' in a stylized font, followed by 'FREE Trunk OR treat' in large, bold letters. Below this, a green banner states 'PRIZES FOR BEST COSTUME • CANDY BAGS FOR CHILDREN WHO ATTEND'. The main illustration features a yellow car with a black trunk filled with colorful candy. On the roof of the car are a witch with a black cat and a devil with a red trident. A mummy with glowing green eyes is on the left, and a vampire with a red cape is on the right. The car's license plate is 'TR34T5'. At the bottom, the event details are listed: 'SATURDAY, OCTOBER 23RD 5:30 PM' and '8100 ROOSEVELT BLVD. PHILA., PA 19152'. A small tombstone is on the bottom left, and a jack-o'-lantern is on the bottom right. The footer text reads 'MUST MAKE RESERVATION IN ADVANCE BY CALLING THE OFFICE AT 215-708-1000'.

Artisans Order of Mutual Protection

FREE
Trunk
OR
treat

PRIZES FOR BEST COSTUME • CANDY BAGS FOR CHILDREN WHO ATTEND

SATURDAY, OCTOBER 23RD
5:30 PM
8100 ROOSEVELT BLVD. PHILA., PA 19152

MUST MAKE RESERVATION IN ADVANCE BY CALLING THE OFFICE AT
215-708-1000



Corey Stonerook gets in one last game of golf before reporting to basic training at Fort Benning Georgia.



St. John's Executive meeting hard at work at the Austrian Village planning for their upcoming meeting and MEMA visitation in September.



The first meeting of the Dining Club in 2021



Younger Cruisers, Harrison and Ashley, viewing the wilds of Alaska



A view of Seattle from the surrounding hills. The sky was so clear Mt. Ranier was easily seen in the distance.



American Order of Mutual Protection



Most Excellent Session Banquet

*Help us welcome in our new officers for 2022
while honoring the outgoing MEMA*

**Saturday, February 5, 2022
6:00pm**

Radisson Hotel

2400 Old Lincoln Hwy | Trevoise, PA 19053

\$35 for Members | \$50 for Non-Members

Hors d'oeuvres, Buffet Dinner, Live Band, Dancing

For Tickets and Information Call the Office at 215-708-1000

A vibrant, stylized illustration of Times Square at night, featuring bright neon lights, billboards, and a full moon. In the center, the Rockettes Christmas Spectacular cast is posed in their iconic red and white costumes. The background is a collage of city lights and festive decorations.

NYC

RADIO CITY

THURSDAY, DECEMBER 9, 2021



**THE ROCKETTES CHRISTMAS SPECTACULAR
ROUND TRIP BUS TRIP
SHOPPING IN NEW YORK BEFORE THE SHOW
DINNER AT MASTORIS**

ALL THIS FOR ONLY \$139 PER PERSON

**WE ARE LIMITED SO BOOK EARLY
CALL US NOW : 215.708.1000**

St. John's /



Artisans

SATURDAY
DECEMBER 4TH

Christmas Party

HORDERVES | A HOT BAR AND BUFFET DINNER
OVER 100 GOLF PRIZES | LIVE BAND

Bensalem Township Country Club - 2000 Brown Ave.

6PM - 10PM

Tickets are **\$40** for members & **\$50** for non-members

Please send a check made out to the Artisans and mail to

8100 Roosevelt Blvd. Philadelphia, PA 19152

For more info. call **215-708-1000**



Artisans Order of Mutual Protection



NEW JERSEY BOOSTERS

CHRISTMAS *Party*

DECEMBER 8, 2021
1:00PM-5:00PM

PENNSAUKEN COUNTRY CLUB
3800 HADDONFIELD RD PENNSAUKEN, NJ 08109

Call Tom Dilauro
For Details At
856-764-8652



Monday, December 27th 2021

7:00pm

WELLS FARGO
CENTER

\$29.00 for members | \$34.00 for non-members

**For tickets please send a check made out to the Artisans and mail with your form to
8100 Roosevelt Blvd. Philadelphia PA. 19152**

Tickets are limited and sold on a first come basis

For more info call 215-708-1000 and ask for Elayna

Name _____

Address _____

City State Zip _____

Telephone number _____

Names of all Junior/Senior Members _____

Number of Non-Member Tickets _____

* JUNIOR OR SENIOR MEMBERS NAMES MUST BE LISTED IN ORDER TO RECEIVE THE DISCOUNT



Artisans Order of Mutual Protection



Carnival



7 Day **SUNRISE** **Western Caribbean**

Special 50th Anniversary Celebration

**MIAMI FLORIDA, COSTA MAYA MEXICO,
BELIZE, MAHOGANY BAY, ISLA ROATAN**

**MARCH
5
2022**

BALCONY - \$1,158 | OCEAN VIEW - \$734 | INTERIOR - \$688

AIRFARE NOT INCLUDED

**TO BOOK YOUR CABIN CALL HARRY FLANAGAN
267-615-6846**

St. John's Cruisers trip to Alaska

The St. Johns Cruisers flew out to Seattle Washington and then cruised up to Alaska. This was the farthest trip that the cruisers have taken so far. The weather was in the upper 70's and clear for the entire trip. The scenery was amazing. Bald Eagles, whales and seals were a common sight. The glaciers, mountains, waterfalls and towns were breathtakingly beautiful. There is another cruisers trip to the Western Caribbean advertised at a great low rate. This trip is almost sold out so if your interested in going give Harry Flanagan a call before it is to late.



Proposed Agreement of Merger Between the Artisans and PBA

9-15-2021

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the date the last party signs it (the "Effective Date"), is made by and between The Most Excellent Assembly of the Artisans' Order of Mutual Protection, a Pennsylvania non-stock fraternal benefit society (the "Artisans") and The Polish Beneficial Association, a Pennsylvania non-stock fraternal benefit society (the "PBA"). The Artisans and the PBA shall be referred to herein from time to time as a "Party" and collectively as the "Parties".

WHEREAS, the Artisans desires to acquire the assets and liabilities of the PBA in a merger transaction on the terms and subject to the conditions set forth herein;

WHEREAS, the respective boards of directors of the Artisans and the PBA have each approved this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THE MERGER.

(a) Subject to the terms and conditions hereof, at the Effective Time, the PBA shall merge (the "Merger") with and into the Artisans in accordance with the Pennsylvania Associations Code (as amended, the "Pennsylvania Associations Code"), and The Insurance Company Law of 1921, whereupon the separate existence of the PBA shall cease, and the Artisans shall be the surviving corporation (the "Surviving Company").

(b) At the Closing, the Artisans and the PBA shall cause a statement of merger in a form reasonably acceptable to the Parties (the "Statement of Merger") to be executed, acknowledged and filed with the Secretary of State of the Commonwealth of Pennsylvania and the Pennsylvania Insurance Commissioner and make all other filings or recordings required by the Pennsylvania Associations Code and The Insurance Company Law of 1921 in connection with the Merger. The Merger shall become effective at the later of such time as (i) this Agreement is approved by the Commissioner in accordance with 40 P.S. § 991.2425 and §991.2428, and (ii) the Statement of Merger is duly filed with the Secretary of State of the Commonwealth of Pennsylvania (the "Effective Time").

(c) From and after the Effective Time, the Artisans shall succeed to all the assets, rights, privileges, immunities, powers and franchises and be subject to all of the liabilities, restrictions, disabilities and duties of the Artisans and the PBA, all as provided under the Pennsylvania Associations Code and the Insurance Company Law of 1921.

(d) At the Effective Time and as a result of the Merger and without any action on the part of the PBA or Artisans or their respective members, the membership of each member of the PBA outstanding immediately prior to the Effective Time shall automatically be converted into a membership of the Artisans and each membership of each member of the Artisans outstanding immediately prior to the Effective Time shall continue in effect. Converted PBA memberships shall be classified by the Artisans according to its bylaws and in the discretion of the Artisans. PBA membership certificates will be exchanged for equivalent evidence of membership in the Artisans.

1.02. Organizational Documents. At the Effective Time, by virtue of the Merger, the articles of incorporation of the Artisans, as amended, shall be the articles of incorporation of the Surviving Company as

of the Effective Time, until thereafter amended, in accordance with the provisions thereof and the Pennsylvania Associations Code.

1.03. Directors and Officers. From and after the Effective Time, until successors are duly elected, appointed or otherwise designated in accordance with applicable Law, the officers of the Artisans at the Effective Time shall be the officers of the Surviving Company, each such initial officer to hold office in accordance with the Surviving Company Bylaws as in effect from and after the Effective Time. Notwithstanding anything in this Agreement to the contrary, no director or officer of the PBA shall be eligible for election as a director or officer of the Surviving Company for a period of two (2) years after the Closing. The foregoing sentence shall survive the Merger and shall remain in full force and effect during such 2-year time period.

1.04. No Dissenter's Rights. No holder of any contract with the PBA shall be entitled to any "dissenter's rights," "appraisal rights" or any similar remedies under Pennsylvania Associations Code or any other applicable law.

2. CLOSING.

The closing under this Agreement (the "Closing") shall take place at the offices of Egbert & Barnes, P.C., 349 York Road, Suite 100, Willow Grove, Pennsylvania, attorneys for the Artisans, on the third business day following the date when all of the conditions to the Closing specified in Sections 7 and 8 have been satisfied or waived (other than those that are intended to be satisfied only at the Closing), or such other date as the Parties may mutually agree to in writing. The date on which the Closing occurs is referred to herein as the "Closing Date."

3. REPRESENTATIONS AND WARRANTIES OF THE PBA.

The PBA makes the following representations and warranties, each of which is true and correct on the date hereof and will be true and correct on the Closing Date.

3.1 Corporate Existence and Qualification. The PBA is a Pennsylvania domiciled fraternal benefit society duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified to conduct its business in each jurisdiction where the nature of its business or its properties require it be so qualified, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect with respect to PBA. The PBA has the corporate power and authority to own and use its properties and to transact the business in which it is engaged, and to enter into this Agreement and, subject to receipt of the approvals and authorizations set forth on Schedule 3.1, to consummate the transaction contemplated hereby.

3.2 Capitalization. The PBA is a non-stock fraternal benefit society, and as such has no issued or outstanding capital stock.

3.3 Title to Assets. Except as set forth on Schedule 3.3, the PBA is the sole record and beneficial owner of the assets listed on the PBA Most Recent Financial Statement (as defined in Section 3.7) (other than such assets that have been disposed of in the ordinary course of business since the date of the PBA Most Recent Financial Statement), and the PBA has full right and title without any lien or encumbrance whatsoever to such assets and full and unrestricted right, power, and authority to exchange, assign, transfer, and deliver such assets, free and clear of claims, charges, equities, restrictions, pledges, liens, or encumbrances of any kind.

3.4 Subsidiaries. Except as set forth on Schedule 3.4, the PBA does not own, of record or beneficially, any capital stock or other securities of any other corporation; does not own, directly or indirectly, any interest in a business, in a business trust, joint stock company, or other business organization or association; and is not

a party to any partnership, joint venture, or other business venture.

The PBA, to the extent that it may have previously owned any stock in a corporation, has legally divested itself of such ownership, has paid all obligations and liabilities relative to such ownership, has filed all tax returns and paid all taxes required by such prior ownership and divestment thereof, and certifies that it has no liability or obligations, contingent or otherwise, relating to such ownership or sale or divestment thereof.

3.5 Agreement Legal and Authorized. Except as set forth on Schedule 3.5, the execution and delivery of this Agreement does not, and the consummation by the PBA of the transactions contemplated herein and the fulfillment by the PBA of the terms, conditions, and provisions hereof, will not:

3.5.1 conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under its Charter or Bylaws or any agreement or other instrument to which the PBA is a party or by which any of the PBA's properties or assets are bound, or grant any other party the right to terminate an agreement with the PBA;

3.5.2 conflict with, violate, or result in a breach of any law, administrative regulation, or court decree applicable to the PBA;

3.5.3 result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the properties or assets of the PBA.

3.6 Valid and Binding Obligation. The PBA has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of the PBA. This Agreement constitutes a valid, binding, and enforceable obligation of the PBA, except to the extent that its enforceability is subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally.

3.7 Financial Statements. The financial statements of the PBA (i) as of and for the year ended December 31, 2020 (the "PBA Financial Statement") and (ii) as of and for the six months ended June 30, 2021 (the "PBA Most Recent Financial Statement") as filed with the Pennsylvania Insurance Department are true, complete, and correct, have been prepared in conformity with statutory accounting principles ("Statutory Accounting Principles") consistently maintained and applied in accordance with regulations of the Pennsylvania Insurance Department in all material respects, and present fairly in all material respects the financial position of the PBA at the respective dates indicated and the results of operations of the PBA for the respective periods indicated. The Pennsylvania Insurance Department has determined that the PBA is in hazardous condition pursuant to 40 P.S. §991.2428.

3.8 Events Subsequent to June 30, 2021. Since June 30, 2021, there has been no:

(a) material adverse change in the financial condition, assets, liabilities or business of the PBA, provided that a material adverse change shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which PBA operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Artisans; (vi) any matter of which Artisans is aware on the date hereof; (vii) any changes in applicable laws or

accounting rules; or (vii) any natural or man-made disaster or acts of God.

(b) damage, destruction, or loss (whether or not covered by insurance) materially adversely affecting the business or any property of the PBA or any material deterioration in the operating condition of the PBA's assets;

(c) declaration, setting aside, or payment of a dividend, return of capital, or other distribution in respect of any of the PBA's equity or retained earnings;

(d) strike, lockout, labor trouble, or any event or condition of any character materially adversely affecting the business, properties, or prospects of the PBA;

(d) mortgage or pledge of or creation of any other lien, claim, or encumbrance with respect to any of the PBA's assets, whether tangible or intangible;

(f) making or authorization of any capital expenditures in excess of \$10,000;

(g) cancellation or waiver of any right material to the operation of the PBA's business or any cancellation or waiver of any debts or claims of substantial value or any cancellation or waiver of any debts or claims against any affiliate of the PBA;

(h) sale, transfer, or other disposition of any assets of the PBA, except sales of assets in the ordinary course of business;

(i) payment, discharge, or satisfaction of any liability or obligation (whether accrued, absolute, contingent, or otherwise) by the PBA, other than the payment, discharge, or satisfaction, in the ordinary course of business, of liabilities or obligations shown or reflected on the PBA Most Recent Financial Statement or incurred in the ordinary course of business since the date thereof;

(j) any loss or written threat of loss of, any of the PBA's policyholders other than in connection with the death of a policyholder;

(k) write-offs as uncollectible of any notes or accounts receivable of the PBA or write-downs of the value of any assets by the PBA other than in immaterial amounts or in the ordinary course of business consistent with past practice and at a rate no greater than the rate during the twelve (12) months preceding the date of this Agreement;

(l) change by the PBA in the method of accounting or keeping its books of record or accounting practices, or any write-up of the book value of any of the PBA's assets;

(m) creation, incurrence, assumption, or guarantee by the PBA of any obligations or liabilities (whether absolute, accrued, contingent, or otherwise and whether due or to become due), except in the ordinary course of business or any creation, incurrence, assumption, or guarantee by the PBA of any indebtedness for money borrowed; or

(m) any material transaction or agreement entered to by PBA outside the ordinary course of the PBA's business or inconsistent with past practice.

3.9 Undisclosed Liabilities. The PBA does not have any material liabilities or obligations whatsoever, which are of a type required to be reflected on a balance sheet prepared in accordance with Statutory Account Principles, whether due or to become due, accrued, absolute, contingent, or otherwise, including liabilities for or in respect of taxes (including, without limitation, any interest or penalties relating thereto), and to the Knowledge of the PBA, there is no basis for any claim against the PBA that would reasonably be expected to result in a material liability to the PBA, except (a) to the extent set forth in the PBA Most Recent Financial Statement, (b) to the extent specifically set forth in this Agreement or on any of the Schedules delivered pursuant hereto, or (c) liabilities or obligations incurred in the normal and ordinary course of the PBA since the date of the PBA Most Recent Financial Statement. To the Knowledge of the PBA, except in connection with insurance policies issued by the PBA, there is no reasonable basis for the assertion against the PBA of any claim which would reasonably be expected to result in a material liability of the PBA that is not included on the PBA Most Recent Financial Statement other than those incurred in the ordinary course of business since the date of the PBA Most Recent Financial Statement.

3.10 Creditors. The PBA will supply to the Artisans a list of all the PBA's creditors as of the date hereof and the amounts owed thereto.

3.11 Taxes.

3.11.1 The PBA has filed, or caused to be filed, with the appropriate foreign, federal, state, local, and other agencies, all tax returns and tax reports required by law to be filed by it and such returns and reports are true, complete, and correct in all material respects.

3.11.2 No audit or any federal, state, or local income tax returns or other tax returns by the PBA is in progress or, to the Knowledge of PBA, threatened.

3.11.3 There exists no past due unpaid federal, state, or local income or other tax or any tax deficiency by a governmental agency or authority having jurisdiction assessed against the PBA.

3.11.4 All income, profits, franchise, sales and use, occupation, property, excise, ad valorem, and other taxes due have been fully paid, or adequate reserves have been set up for the same and reflected on the PBA Most Recent Financial Statement, except reserves for such as may have accrued or been incurred in the ordinary course of business since the date of the PBA Most Recent Financial Statement.

3.11.5 [Intentionally Omitted]

3.11.6 Copies of all federal income tax returns, tax examination reports and statements of deficiencies assessed against, or agreed to by, the PBA with respect to the last five (5) years will be made available to the Artisans. No waiver of any statute of limitations has been given and is in effect against the PBA.

3.12 Real and Personal Property—Owned. The PBA has good and marketable title to all real and personal property reflected on Schedule 3.12.1 and all such property is located at the location specified on Schedule 3.12.1, free and clear of all mortgages, options, liens, charges, security interests, leases, covenants, conditions, agreements, claims, restrictions, and other encumbrances of every kind other than restrictions imposed under applicable law, including, without limitation, regulations of the Pennsylvania Insurance Department, and there exists no restriction on the use or transfer of such property other than those imposed by applicable law, including, without limitation, regulations of the Pennsylvania Insurance Department.

3.13 Necessary Property; Title to Assets. The tangible property owned or leased by the PBA, and the intangible personal property constitute all of such property now used in, and necessary for the conduct of, the business of the PBA in the manner and to the extent presently conducted by it. There exists no restriction or reservation affecting the PBA's title to its assets that would prevent it from using such assets, or any part thereof after the Purchase is consummated, to the same full extent that they might continue to do so if the transaction contemplated hereby did not take place.

3.14 Use and Condition of Property. All currently used property and assets of the PBA are in good operating condition and repair as required for their use in the business of the PBA as presently conducted or planned; and no notice of any violation of any law, statute, ordinance, or regulation or assessment for public improvements relating to any of such property or assets has been received by the PBA except such as have been fully complied with. The PBA has not received any written notice or order by any governmental or other public authority, any insurance company that has issued a policy with respect to any of such properties, or any board of fire underwriters or other body exercising similar functions that (a) relates to violations or alleged violations of building, safety, fire, or other ordinances or regulations, (b) claims any defect or deficiency with

respect to any of such properties, or (c) requests the performance of any repairs, alterations, or other work to or in any of such properties or in the streets bounding the same.

To the Knowledge of the PBA there is no proposed, pending, or threatened condemnation proceeding or similar action affecting the property or assets of the PBA and there are no proposed, pending, or threatened changes with respect to any streets or public amenities appurtenant thereto or in the vicinity thereof that would adversely affect the business of the PBA or the use of its property and assets.

3.15 Inventory. The PBA maintains no inventory in the ordinary course of its business.

3.16 Accounts Receivable. The PBA has no accounts receivable or notes receivable other than any such receivables related to loans made by the PBA to its members. All such outstanding member loans are set forth on Schedule 3.16.

3.17 Contract and Commitments. The PBA does not have outstanding:

3.17.1 Any contract providing for an expenditure by the PBA for the purchase of any real property, machinery, equipment, or other items that are in the nature of capital investment; or any contract providing for an expenditure by the PBA for the purchase of supplies or other items that are in the nature of inventory that are not in the ordinary course of business and consistent with past business practices of the PBA.

3.17.2 Any revocable or irrevocable power of attorney to any person, firm, or corporation for any purpose whatsoever.

3.17.3 Any loan agreement, indenture, promissory note, conditional sales agreement, or other similar type of agreement other than those reflected in the PBA Financial Statement or otherwise disclosed in writing to the Artisans.

3.17.4 Except for insurance policies issued by PBA to its policyholders, any other material contract or commitment that is not cancellable on thirty (30) days' notice or less and that is not specifically set forth on any other Schedule hereto, or otherwise in this Agreement.

3.17.5 Any contract with any officer, director, or employee (other than at-will employment arrangements).

All leases, contracts, and other commitments to which the PBA is a party or by which it is bound are in full force and effect. The PBA, and to the Knowledge of the PBA, (i) all other parties to such leases, contracts, and other commitments, have complied with the provisions thereof, (ii) no such party is in default under any of the terms thereof, and (iii) no event has occurred that with the passage of time or the giving of notice or both would be reasonably likely to constitute a default by any party under any provision thereof.

3.18 [Intentionally Omitted]

3.19 Debt Instruments. A list of all instruments defining the terms on which the PBA has borrowed or is committed to loan money outside of the ordinary course of its business or has given or committed to give a guarantee of any obligation or any other person is set forth in Schedule 3.19. True and correct copies of such instruments and true and correct summaries of any oral agreements relating to the matters set forth in Schedule 3.19 have been delivered to the Artisans.

3.20 [Intentionally Omitted]

3.21 [Intentionally Omitted].

3.22 Litigation. Except as set forth on Schedule 3.22, there is no suit, claim, action, or proceeding now pending or to the Knowledge of PBA, threatened before any court, administrative or regulatory body, or any governmental agency, nor, to the Knowledge of PBA, is there any reasonable basis for any such suit, claim, action or proceeding, to which the PBA is a party. No judgment, order, or decree has been entered against the PBA that is currently outstanding that would reasonably be expected to have a material adverse effect on PBA. There is no claim action or proceeding now pending or to the Knowledge of PBA, threatened, before any court, administrative or regulatory body, or any governmental agency, seeking to prevent PBA from consummating the transactions contemplated by this Agreement.

3.23 Compliance with Laws. Schedule 3.23 sets forth a list of all material permits, certificates, licenses, orders, registrations, franchises, authorizations, and other approvals (including those relating to environmental matters) from all federal, state, local, and foreign bodies and held by the PBA. The PBA holds all material licenses and permits necessary and required for the conduct of its businesses. Except as set forth Schedule 3.23, such licenses and permits are valid and in full force and effect and will not be terminated or otherwise adversely affected by the consummation of the transactions contemplated hereby. All claims, suits, actions, or proceedings (including government investigations and audits) against the PBA pending or to the Knowledge of the PBA, threatened at any time since June 30, 2021, and the status thereof, relating to the release, discharge, or emission of any pollutants or contaminants (including hazardous and toxic substances) by the PBA or the handling, generation, treatment, storage, or disposal of any wastes by the PBA or otherwise relating to the protection of the environment resulting from or relating to the operation of the PBA are identified on Schedule 3.23 hereto. With respect to each such pending or threatened matter, Schedule 3.23 lists the date of the claim, suit, action, or proceeding (including governmental investigations and audits), the claimant or investigating agency, the nature and a brief description of the matter, the damages claimed or relief sought, and the status or outcome of the matter. Except as disclosed on Schedule 3.23, since June 30, 2021, no notice, citation, summons, or order has been received by the PBA, no complaint has been filed, no penalty has been assessed, no claim has been asserted, and no investigation, proceeding (including governmental investigations and audits), or review has been conducted or is pending or to the Knowledge of the PBA, threatened by any governmental or other entity (a) with respect to any alleged violation by the PBA of any law, ordinance, rule, regulation, or order of any governmental entity, or (b) with respect to any alleged failure by the PBA to have any permit, certificate, license, approval, registration, or authorization required in connection with its business, or (c) with respect to any release, generation, treatment, storage, recycling, transportation, or disposal of wastes (including any hazardous or toxic or polluting substances) generated or released by the PBA. Within the past five (5) years, the PBA has not treated, stored for more than ninety (90) days, recycled, or disposed of any hazardous, toxic, or polluting substances on any property now owned or leased by the PBA, nor, to the Knowledge of the PBA, has anyone else treated, stored for more than ninety (90) days, recycled, or disposed of any hazardous, toxic, or polluting substances on any property now owned or leased by the PBA. The PBA has complied in all material respects with each and is not in violation of any federal, state, or local law, regulation, permit, provision, or ordinance relating to the generation, storage, transportation, treatment, or disposal of wastes (including hazardous, toxic, or polluting substances), has obtained and adhered to all necessary permits or other approvals necessary to store, dispose, or otherwise handle wastes (including hazardous, toxic, and polluting substances), and has reported, to the extent required by federal, state, and local law, all past and present sites where wastes (including hazardous, toxic, or polluting substances), if any, from the PBA have been treated, stored, or disposed. To the Knowledge of the PBA, the PBA has not transported any hazardous, toxic, or polluting substances or arranged for the transportation of such substances to any location that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against the PBA or the Surviving Company for cleanup costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims or

investigations under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA).

3.24 Officers, Directors, Employees, and Consultants. Set forth on Schedule 3.24 hereto is a complete list of:

3.24.1 all directors of the PBA presently in office;

3.24.2 all officers (with office held) of the PBA presently in office;

3.24.3 the name and current annual salary rate of each current employee and a description of any perquisites of office enjoyed by such employees; and

3.24.4 all consultants presently engaged by the PBA.

3.25 Indebtedness to and from Officers, Directors, and Others. The PBA is not indebted to any officer, director, employee, or agent of the PBA except for amounts due as normal salaries, wages, bonuses, and reimbursements of ordinary expenses on a current basis.

3.26 Outside Financial Interests. No officer or director of the PBA has any direct or indirect financial interest in any competitor, supplier, or customer of the PBA; provided, however, that for this purpose ownership of corporate securities having no more than 2% of the outstanding voting power of any competitor, supplier, or customer and which securities are listed on any national securities exchange or traded actively on the national over-the-counter market shall not be deemed a financial interest provided such person has no other connection or relationship with such competitor, supplier, or customer

3.27 Compensation and Perquisites of Agents and Employees. The PBA has properly and accurately reflected on its books and records all compensation paid to and perquisites provided to or on behalf of its agents and employees. Such compensation and perquisites have been properly and accurately disclosed in the PBA Financial Statement, books and records, or filings of the PBA, to the extent required by law. Neither the Internal Revenue Service nor any other federal, state, local, or other governmental agency or entity has initiated or to the Knowledge of the PBA, threatened any investigation of any deduction claimed by the PBA with respect to any of such compensation or perquisites, the disclosure of such compensation or perquisites in any public or private reports, records, or filings of the PBA, or otherwise relating to such compensation or perquisites.

3.28 Labor Agreements, Employee Benefits and Employment Agreements. There are no long-term employment agreements between the PBA and any employee. All such employment agreements are oral and may be terminated by the PBA at will, except to the extent that "at will" terminations are limited, restricted, or prohibited by applicable state or federal law. The PBA is not a party to (a) any union, collective bargaining, or similar agreement, (b) any plan or policy providing for "fringe benefits" to its employees, including but not limited to, vacation, disability, sick leave, medical, hospitalization, life insurance, and other insurance plans, and related benefits, except as set forth in Schedule 3.28. There are no negotiations, demands, or proposals that are pending, or have been made by an employee since June 30, 2021, that concern matters that would be covered by the type of agreements listed in this section.

3.29 Overtime, Back Wages, Vacation, and Minimum Wages. To the Knowledge of the PBA, no present or former employee of the PBA has any material claim against the PBA (whether under federal or state law, any employment agreement, or otherwise) on account of or for (a) overtime pay, other than overtime pay for the current payroll period, (b) wages or salary for any period other than the current payroll period, (c) vacation, time off, or pay in lieu of vacation or time off, other than that earned in respect of the current fiscal

year, or (d) any violation of any statute, ordinance, or regulation relating to minimum wages or maximum hours of work.

3.30 Discrimination, Occupational Safety, Wage-price Statutes, and Regulations. No person or party (including, but not limited to, governmental agencies of any kind) has any claim or basis for any action or proceeding against the PBA arising out of any statute, ordinance, or regulation relating to discrimination in employment or employment practices, occupational safety and health standards, or inflationary wage or price standards that would have an adverse effect on the business or condition, financial or otherwise, of the PBA.

3.31 Labor Disputes; Unfair Labor Practices. There is neither pending nor threatened any labor dispute, strike, or work stoppage that affects or that may affect the business of the PBA or that may interfere with the continued operation of the PBA. Neither the PBA nor any agent, representative, or employee of the PBA has committed any unfair labor practice as defined in the National Labor Relations Act of 1947, as amended, and there is not now pending or threatened any charge or complaint against the PBA by the National Labor Relations Board or any representative thereof.

3.32 Insurance Policies. Set forth on Schedule 3.32 hereto is a list of all insurance policies and bonds in force of which the PBA is the owner, insured, or beneficiary, or covering the PBA and any of its properties, operations, or personnel. Policies thereon described evidence insurance in such amounts and against such risks and losses as are generally maintained with respect to comparable businesses and properties. There is no default with respect to any provision contained in any such policy, nor has there been any failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by such policy. No notice of cancellation or non-renewal with respect to, or disallowance of any claim under, any such policy has been received by the PBA. The PBA has not been refused any insurance, nor has its coverage been limited by any insurance carrier to which it has applied for insurance or with which it has carried insurance during the last five (5) years.

3.33 [Intentionally Omitted]

3.34 Guarantees. The PBA is not a guarantor, indemnitor, or otherwise liable for any indebtedness of any other person, firm, or corporation except as endorser of checks received by the PBA and deposited in the ordinary course of business.

3.35 [Intentionally Omitted]

3.36 [Intentionally Omitted]

3.37 [Intentionally Omitted]

3.38 Certain Payments. All of the PBA's payments to agents, consultants, and others have been in payment of bona fide fees and commissions and not as bribes or other illegal payments. The PBA has not made any payment to any person whomsoever or to any entity whatsoever with respect to which a deduction could be disallowed under Section 162(c) of the Code.

Neither the Internal Revenue Service, the Securities and Exchange Commission, nor any other federal, state, local, or foreign government agency or entity has provided notice to the PBA of the initiation of, or to the Knowledge of the PBA, threatened, any investigation of any payments made by the PBA and alleged to have been of the type covered by this Section 3.38.

3.39 Broker's Fees. Neither the PBA nor any of its officers, directors, or employees on behalf of the PBA has paid or agreed to pay any brokerage fee, or commission or any finder's fees, to any broker, agent, or finder

on account of this Agreement or any matters contemplated by it.

3.40 Bank Accounts and Safe Deposit Boxes. Set forth on Schedule 3.40 hereto are (a) the name, branch, account number, and purpose of all bank accounts maintained by the PBA together with the names of authorized signatories on each such account, (b) the location of all safe deposit boxes maintained by the PBA together with the names of the persons with authorized access thereto, and (c) the name and account number of all securities brokers with which the PBA maintains a securities brokerage account and the names of all persons authorized to deal or give instructions therewith. All of the PBA's directors, officer and employees except as shall be designated at Closing shall be removed as signatories thereon or thereto.

3.41 Books and Records. The books of account, stock record books, and minute books and other corporate records of the PBA are in all material respects complete and correct and have been maintained in accordance with good business practices. The articles of incorporation and bylaws and all amendments thereto of the PBA, and the minutes books of the PBA have been made available to the Artisans and are correct and complete to the date hereof. All of such records shall become the property of the Artisans after Closing and shall be delivered into the possession of the Artisans on or before the Closing Date.

3.42 [Intentionally Omitted.]

3.43 Governmental Consent. Except as set forth on Schedule 3.43, no governmental permits, consents, filings, registrations, or qualifications are necessary to effect the transaction contemplated hereby.

3.44 Full Disclosure. The PBA shall provide reasonable access to all financial records of the PBA to the Artisans. To the Knowledge of the PBA, no representation or warranty by the PBA in this Agreement, or in any certificate, exhibit, schedule, or other document furnished or to be furnished by the PBA pursuant hereto, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

3.45 Absence of Certain Conditions. Since June 30, 2021, except as set forth on Schedule 3.45, the PBA did not:

3.45.1 Mortgage, pledge, or subject to lien, lease, security interest, or other charge or encumbrance any of the properties or assets of the PBA.

3.45.2 Transfer, sell, or dispose of any of the assets or properties of the PBA, except in the ordinary and usual course of business.

3.45.3 Incur, create, assume, and guarantee any indebtedness, liabilities, or obligations other than (a) in the usual and ordinary course of business and in the case of borrowed money, with a maturity date of less than one year, or (b) that are incurred pursuant to contracts disclosed in the Schedule delivered pursuant hereto.

3.45.4 Enter into any contract or commitment or engage in any transaction that is not in the usual and ordinary course of business or that is inconsistent with past practices.

3.45.5 Make any material capital expenditure or enter into any lease of capital equipment or real estate.

3.45.6 Enter into any contract, other than in the ordinary course of business, that is to be performed in more than thirty (30) days, other than those described in writing to the Artisans.

3.45.7 Forgive or cancel any debts or claims or waive any rights except in the ordinary course of business.

3.45.8 Increase the rate of compensation to the officers, agents, or salaried employees of the PBA.

3.45.9 Increase the rate of compensation to non-salaried employees of the PBA, provided, however, that ordinary merit increases not unusual in character or amount may be made in the ordinary course of business.

3.45.10 Make any payments of severance or termination pay.

3.45.11 Enter into or amend any stock option, deferred compensation, bonus, profit-sharing, incentive compensation payment, pension, retirement, medical, hospitalization, life insurance, other insurance, or other plan.

3.45.12 Enter into any employment contracts or collective bargaining agreement.

3.45.13 Make or institute any unusual or novel method of transacting business or change any accounting procedures or practices of its financial structure.

3.45.14 Make any amendments to or changes in its articles of incorporation or bylaws.

3.45.15 To the Knowledge of the PBA, perform any act, or attempt to do any act, or permit any act or omission to act, that would be reasonably likely to cause a breach of any material contract, commitment, or obligation to which the PBA is a party.

3.46 [Intentionally Omitted]

3.47 ERISA; Employee Benefit Plans.

(a) Except as disclosed in Schedule 3.47, the PBA does not sponsor or maintain and is otherwise not a party to or liable under any plan, program, fund, or arrangement (whether or not qualified for federal income tax purposes), whether benefitting a single individual or multiple individuals and whether funded or not, that is an “employee pension benefit plan,” or an “employee welfare benefit plan,” as such terms are defined in the Employee Retirement Income Security Act of 1974, as amended (ERISA).

(b) The PBA has not contributed nor does it contribute to any multi-employer plan (as defined in section 3(37) of ERISA), incurred any liability under section 4201 of ERISA for any complete or partial withdrawal from any multi-employer plan, or assumed any such liability by any prior owner of any of its assets or properties.

(c) Each employee pension benefit plan maintained by the PBA and listed in Schedule 3.47 complies in all material respects with the requirements of ERISA. No “reportable event” within the meaning of section 403 of ERISA has occurred with respect to any such plan and company has not engaged in any “prohibited transaction” within the meaning of section 406(a) or (b) of ERISA or of section 4975(c) of the Internal Revenue Code, with respect to any such plan; and no such plan has been terminated in accordance with the procedures set forth in section 4041 or 4042 of ERISA.

(d) No liability has been incurred by the PBA for any tax imposed by section 4975 of the Internal Revenue Code with respect to any plan described in Schedule 3.47. The PBA has, and

shall have, for all periods ending on or prior to the Closing, administered each employee pension benefit plan and each employee welfare benefit plan described in Schedule 3.47 in all material respects in compliance with the reporting, disclosure, and all other requirements applicable thereto under ERISA, the Internal Revenue Code, or any other applicable law.

4. REPRESENTATIONS AND WARRANTIES OF THE ARTISANS.

The Artisans makes the following representations and warranties, each of which is true and correct on the date hereof and will be true and correct on the Closing Date:

4.1 Corporate Existence and Qualification. The Artisans is a Pennsylvania domiciled fraternal benefit society duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified to conduct its business in each jurisdiction where the nature of its business or its properties require it be so qualified, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect with respect to the Artisans. The Artisans has the corporate power and authority to own and use its properties and to transact the business in which it is engaged, and to enter into this Agreement and, subject to receipt of the approvals and authorizations set forth on Schedule 4.1, to consummate the transaction contemplated hereby.

4.2 Agreement Legal and Authorized. Except as set forth on Schedule 4.2, the execution and delivery of this Agreement does not, and the consummation by the Artisans of the transactions contemplated herein and the fulfillment by the Artisans of the terms, conditions, and provisions hereof, will not:

4.2.1 conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under its Articles of Incorporation or Bylaws or any agreement or other instrument to which the Artisans is a party or by which any of the Artisans' properties or assets are bound, or grant any other party the right to terminate an agreement with the Artisans;

4.2.2 conflict with, violate, or result in a breach of any law, administrative regulation, or court decree applicable to the Artisans;

4.2.3 result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the properties or assets of the Artisans.

4.3 Valid and Binding Obligation. The Artisans has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of the Artisans. This Agreement constitutes a valid, binding, and enforceable obligation of the Artisans, except to the extent that its enforceability is subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally.

4.4 Litigation. Except as set forth on Schedule 4.4, there is no suit, claim, action, or proceeding now pending or to the knowledge of Artisans, threatened before any court, administrative or regulatory body, or any governmental agency, nor, to the knowledge of Artisans, is there any reasonable basis for any such suit, claim, action or proceeding, to which the Artisans is a party. No judgment, order, or decree has been entered against the Artisans that is currently outstanding that would reasonably be expected to have a material adverse effect on Artisans. There is no claim action or proceeding now pending or to the knowledge of Artisans, threatened, before any court, administrative or regulatory body, or any governmental agency, seeking to prevent Artisans from consummating the transactions contemplated by this Agreement.

4.5 No Broker. Neither the Artisans nor any of the Artisans' employees has paid or agreed to pay any

brokerage fee or commission or any finder's fee to any broker, agent, or finder on account of this Agreement or any matters contemplated by the Artisans.

4.6 Financial Statements. The financial statements of the Artisans (i) as of and for the year ended December 31, 2020 and (ii) as of and for the six months ended June 30, 2021, attached hereto as Schedule 4.6 are true, complete, and correct, have been prepared in conformity with statutory accounting principles consistently applied in accordance with regulations of the Pennsylvania Insurance Department in all material respects, and present fairly in all material respects the financial position of the Artisans at the respective dates indicated and the results of operations of the Artisans for the respective periods indicated. Since the date of said financial statements, there has been no material adverse change in the financial condition, assets, liabilities or business of Artisans, provided that a material adverse change shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which Artisans operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of PBA; (vi) any matter of which PBA is aware on the date hereof; (vii) any changes in applicable laws or accounting rules; or (viii) any natural or man-made disaster or acts of God.

5. COVENANTS OF THE PBA.

The PBA agrees that from and after the date of this Agreement and until the earlier of the Closing Date or the termination of this Agreement it will conduct the PBA's business subject to the following provisions and limitations:

5.1 Operation of Business. Without the prior written consent of the Artisans, which shall not be unreasonably withheld, the PBA will not:

5.1.1 Mortgage, pledge, or subject to lien, lease, security interest, or other charge or encumbrance any of the properties or assets of the PBA.

5.1.2 Transfer, sell, or dispose of any of the assets or properties of the PBA, except in the ordinary and usual course of business.

5.1.3 Incur, create, assume, or guarantee any indebtedness, liabilities, or obligations other than (a) in the usual and ordinary course of business and, in the case of borrowed money, with a maturity date of less than one year, or (b) that are incurred pursuant to contracts disclosed in the Schedule delivered pursuant hereto.

5.1.4 Enter into any contract or commitment or engage in any transaction that is not in the usual and ordinary course of business or that is inconsistent with past practices.

5.1.5 Make any material capital expenditure or enter into any lease of capital equipment or real estate.

5.1.6 Forgive or cancel any debts or claims, or waive any rights except in the ordinary course of business.

5.1.7 Increase the rate of compensation to the officers, agents, or salaried employees of the PBA.

5.1.8 Increase the rate of compensation to non-salaried employees of the PBA, provided, however, that ordinary merit increases not unusual in character or amount may be made in the ordinary course of business.

5.1.9 Make any payments of severance or termination pay.

5.1.10 Enter into or amend any stock option, deferred compensation, bonus, profit-sharing, incentive compensation payment, pension, retirement, medical, hospitalization, life insurance, other insurance, or other plan other than the renewal of medical, hospital and life insurance plans in the ordinary and usual course of business.

5.1.11 Enter into any employment contracts or collective bargaining agreement.

5.1.12 Make or institute any unusual or novel method of transacting business or change any accounting procedures or practice of its financial structure.

5.1.13 Make any amendments to or changes in its articles of incorporation or bylaws.

5.1.14 Perform any act, or attempt to do any act, or permit any act or omission to act, that is reasonably likely to cause a breach of any material contract commitment or obligation to which the PBA is a party.

5.2 Preservation of Business. The PBA shall carry on its business diligently and substantially in the same manner as heretofore conducted and shall use commercially reasonable efforts to keep its business organization intact, including its present employees (except for such as may be discharged for cause and with prior notification to the Artisans) and its present relationships with suppliers and customers and others having business relations with it.

5.3 Insurance and Maintenance of Property. The PBA will cause all property owned or leased by it to be reasonably insured against ordinary and insurable risks and will operate, maintain, and repair all its property in a careful, prudent, and efficient manner.

5.4 Full Access. Except to the extent prohibited by applicable law, the Artisans shall have reasonable access at all reasonable times to all premises, properties, books, records, contracts, tax records, and documents of the PBA and the PBA will furnish to the Artisans any information in respect of the business and affairs of the PBA as the Artisans may from time to time reasonably request. Such examination and investigation by the Artisans shall not affect the warranties and representations of the PBA contained in this Agreement.

5.5 [Intentionally Omitted]

5.6 Supplement to Schedules. From time to time prior to the Closing, the PBA shall have the right (but not the obligation) to supplement or amend the Schedules hereto solely with respect to matters arising after the date hereof, and any such disclosure shall be deemed have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement related to such matters.

6. COVENANTS OF THE PBA AND THE ARTISANS.

6.1 Confidentiality. Each Party to this Agreement covenants and agrees with the other Party to hold in confidence all documents and information concerning the other Party furnished to it in connection with the transaction contemplated by this Agreement and not otherwise available to it, and agrees to use such information only in connection with such transaction. Each Party further agrees not to release or disclose such

information to any other person, except its outside accountants, attorneys, consultants and regulators. If the transaction contemplated by this Agreement shall not be consummated, such confidence shall be maintained and such information shall not be used in competition with any other Party (except to the extent that such information (i) was previously known to such Party, (ii) was or becomes in the public domain through no breach of this Section 6.1, (iii) later acquired by such Party from other legitimate sources or (iv) independently developed by such Party without the use of the other Party's confidential information) and all such documents shall immediately thereafter be returned to the Party furnishing same.

6.2 Transition Period Advice. The directors and officers of the PBA listed on Schedule 6.2 shall make themselves available to the Artisans for a period after Closing not to exceed thirty (30) days in order to provide advice and information for the operation of the business that is the subject of this Agreement.

6.3 Commercially Reasonable Efforts. Each Party to this Agreement shall use its commercially reasonable efforts to carry out the intents and purposes of this Agreement and to accomplish the transactions contemplated by this Agreement.

6.4 Formation of a Subordinate Assembly for Former PBA Members. The Artisans may entertain, in its sole discretion, a petition by former PBA members for the institution of a separate assembly designated as the Polish Beneficial Assembly to be designated as a subordinate assembly as contemplated by Article XIX of the Charter and Laws of the Artisans upon an application therefor submitted to the Board of the Artisans by persons that were members of the PBA and acquired memberships in the Artisans in connection with the Merger, provided that such petition will not be entertained if it is presented within ninety (90) days of the Effective Time, if it is presented any time after the first anniversary of the Effective Time.

6.5 Directors and Officers Indemnification and Insurance.

6.5.1 Indemnification. Artisans agrees that all rights to indemnification, advancement of expenses, and exculpation by PBA now existing in favor of each person or entity who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time an officer or director of PBA, including but not limited to those persons identified on Schedule 3.24 to this Agreement, (each an "Indemnified Party") as provided in the Articles of Incorporation, Charter or Bylaws of PBA (collectively, "Charter Documents"), in each case as in effect on the date of this Agreement, or pursuant to any other contracts in effect on the date hereof and disclosed in Schedule 3.17 to this Agreement, shall be assumed by Artisans as the Surviving Company in the Merger, without further action, at the Effective Time and shall survive the Merger and shall remain in full force and effect in accordance with their terms. For a period of six years from the Effective Time, the Surviving Company shall maintain in effect the exculpation, indemnification, and advancement of expenses equivalent to the provisions of the Charter Documents of the PBA as in effect immediately prior to the Effective Time with respect to acts or omissions by any Indemnified Party occurring prior to the Effective Time, and shall not amend, repeal, or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any Indemnified Party; provided that all rights to indemnification in respect of any claim made for indemnification within such period shall continue until the disposition of such action or resolution of such claim.

6.5.2 [Reserved.]

6.5.3 Survival. The obligations of the Surviving Company under this Section 6.5 shall survive the consummation of the Merger and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 6.5 applies without the consent of such affected Indemnified Party (it being expressly agreed that the Indemnified Parties to whom this Section 6.5 applies shall be third party beneficiaries of this Section 6.5, each of whom may enforce the provisions of this Section 6.5).

6.5.4 Assumptions by Successors and Assigns; No Release or Waiver. In the event the Surviving Company or its successors or assigns: (i) consolidates with or merges into any other entity 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 or entity, then, and in either such case, proper provision shall be made so that the successors and assigns of the Surviving Company shall assume all of the obligations set forth in this Section 6.5. The agreements and covenants contained herein shall not be deemed to be exclusive of any other rights to which any Indemnified Party is entitled, whether pursuant to law, contract, or otherwise. Nothing in this Agreement is intended to, shall be construed to, or shall release, waive, or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the PBA or its officers, directors, and employees, it being understood and agreed that the indemnification provided for in this Section 6.5 is not prior to, or in substitution for, any such claims under any such policies.

6.5.5 Employees. Except as provided below, from and after the Closing, neither the Artisans nor the Surviving Company shall have any obligation to continue the employment of any employee of the PBA. The PBA acknowledges and agrees that such employees are employees at will. Except as provided below, the Artisans as Surviving Company may, in its sole discretion, retain or terminate any employee of the PBA. Except as provided below, the Artisans as Surviving Company shall have no obligation to maintain (i) base salaries or hourly wages paid to any current or former employee of the PBA; (ii) welfare benefits paid to any current or former employee of the PBA; or (iii) welfare benefits provided by PBA to any of its current or former employees. Except as provided below, neither the Artisans nor the Surviving Company shall have any obligation to recognize any service of any current or former employee of the PBA, whether for vesting and eligibility purposes in any Artisans Benefit Plan, or otherwise. Notwithstanding the foregoing, during the period commencing at the Closing and ending on the date which is six (6) months from the Closing, each of Samuel Sabraccia, Lisa Wagner and Ian Wagner (each, a "Continuing Employee") shall continue as an employee of the Surviving Company and the Surviving Company will provide each of them with: (i) salary or hourly wages which are no less than the salary or hourly wages provided by the PBA immediately prior to the Closing; and (ii) health insurance that is no more or less favorable than that provided by the PBA immediately prior to the Closing. Each Continuing Employee is an intended third party beneficiary of this Section 6.5.5 and shall have the independent right to enforce this Section 6.5.5.

7. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE ARTISANS TO CLOSE.

The obligations of the Artisans to consummate the transactions contemplated by this Agreement are subject to satisfaction of each of the following conditions on or before the Closing Date, subject to the right of the Artisans to waive any one or more of such conditions:

7.1 Representations and Warranties of the PBA. The representations and warranties of the PBA contained in this Agreement and in any certificate, exhibit, schedule, or other document delivered to the Artisans pursuant to the provisions of this Agreement or in connection with the transaction contemplated hereby shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date).

7.2 Performance of this Agreement. The PBA shall have performed and complied with, in all material respects, all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

7.3 Certificate. The PBA shall have delivered to the Artisans a certificate executed by a duly authorized officer of the PBA, dated that Closing Date, certifying to the fulfillment of the conditions specified in

paragraphs 7.1, 7.2, 7.7 and 7.8 of this Agreement. Such certificate or certificates shall be deemed a representation and warranty of the PBA hereunder.

7.4 [Intentionally Omitted.]

7.5 Approval by Boards of Directors and Members. The Board of Directors of the PBA shall have approved and adopted this Agreement and the transactions contemplated hereby to the extent required by law and by the Articles of Incorporation and Bylaws of the PBA.

7.6 Secretary's Certificate. The Artisans shall have received from the Secretary of the PBA a certificate certifying the resolutions adopted by the Board of Directors regarding the approval of this Agreement and the transactions contemplated hereby.

7.7 Material Adverse Change. There shall have been no material adverse change in the properties, business or financial condition of the PBA, provided that a material adverse change shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which PBA operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any matter of which Artisans is aware on the date hereof; (vii) any changes in applicable laws or accounting rules; or (viii) any natural or man-made disaster or acts of God.

7.8 No Lawsuits. No suit, action, or other proceeding or investigation shall be threatened or pending before or by any court or governmental agency concerning this Agreement or the consummation of the transactions contemplated hereby, or in connection with any material claim against the PBA not disclosed on the schedules hereto. Except for requests by the Pennsylvania's Insurance Department in connection with its review of the transactions contemplated by this Agreement, no governmental agency shall have threatened or directed any request for information concerning this Agreement, the transaction contemplated hereby, or the consequences or implications of such transaction to the PBA or the Artisans, or any officer, director, employee, or agent of any of them. No law shall have been enacted or promulgated by any governmental authority which prohibits the Closing and there shall be no order or injunction of a governmental authority in effect preventing the Closing.

7.9 [Intentionally Omitted]

7.10 [Intentionally Omitted]

7.11 Governmental Approvals. The Artisans shall have obtained the approval or consent of the government agencies or bodies, domestic or foreign necessary in connection with the consummation of the Merger, which are listed on Schedule 7.11. The written consent of an authorized representative of the Pennsylvania Insurance Department shall constitute sufficient proof of such approval.

7.12 Further Assurances. The Artisans shall have received such further instruments and documents as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all conditions to the consummation of such transactions.

7.13 Approval of Counsel. The validity of the transactions herein contemplated and the form and

substance of all stock certificates, powers of attorney, opinions, instruments, closing documents, and other documents or certificates to be delivered by the PBA hereunder shall be satisfactory to counsel for the Artisans.

7.14 Resignations. The PBA shall cause to be delivered, at the Closing, written resignations of the PBA's directors and officers listed on Schedule 3.24 and of the trustees, plan administrators, fiduciaries of the applicable employee benefit plans disclosed on Schedule 3.47. In addition, the PBA shall at the Closing cause to be delivered written proof of the termination of the PBA's engagements of all consultants, lawyers and non-legal advisors, including those listed on Schedule 7.14. The written dismissal of such consultants, lawyers and non-legal advisors by an officer of the PBA shall constitute sufficient proof of such termination.

8. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PBA TO CLOSE.

The obligations of the PBA to consummate the transactions contemplated by this Agreement are subject to satisfaction of each of the following conditions on or before the Closing Date, subject to the right of the PBA to waive any one or more such conditions:

8.1 Representations and Warranties of the Artisans. The representations and warranties of the Artisans contained in this Agreement and in any certificate, exhibit, schedule, or other document delivered to the PBA pursuant to the provisions of this Agreement or in connection with the transactions contemplated hereby shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date).

8.2 Performance of this Agreement. The Artisans shall have performed and complied with, in all material respects, all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3 Certificate of Officers. The Artisans shall have delivered to the PBA a certificate executed by a duly authorized officer of the Artisans, dated the Closing Date, certifying to the fulfillment of the conditions specified in paragraphs 8.1, 8.2, 8.4 and 8.6 of this Agreement. Such certificate shall be deemed a representation and warranty of the Artisans.

8.4 No Lawsuits. No suit, action, or other proceeding or investigation shall be threatened or pending before or by any court or governmental agency concerning this Agreement or the consummation of the transactions contemplated hereby, or in connection with any material claim against the Artisans not disclosed on the schedules hereto. Except for requests by the Pennsylvania's Insurance Department in connection with its review of the transactions contemplated by this Agreement, no governmental agency shall have threatened or directed any request for information concerning this Agreement, the transaction contemplated hereby, or the consequences or implications of such transaction to the PBA or the Artisans, or any officer, director, employee, or agent of any of them. No law shall have been enacted or promulgated by any governmental authority which prohibits the Closing and there shall be no order or injunction of a governmental authority in effect preventing the Closing.

8.5 Secretary's Certificate. The PBA shall have received from the Secretary of the Artisans a certificate certifying the resolutions adopted by the Board of Directors and Members regarding the approval of this Agreement and the transactions contemplated hereby.

8.6 Material Adverse Change. There shall have been no material adverse change in the properties, business or financial condition of the Artisans, provided that a material adverse change shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general

economic or political conditions; (ii) conditions generally affecting the industries in which Artisans operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any matter of which PBA is aware on the date hereof; (vii) any changes in applicable laws or accounting rules; or (viii) any natural or man-made disaster or acts of God.

8.7 Governmental Approvals. The PBA shall have obtained the approval or consent of such government agencies or bodies, domestic or foreign as are necessary in connection with the consummation of the Merger, which are listed on Schedule 8.7.

8.8 Secretary's Certificate. The PBA shall have received from the Secretary of the Artisans a certificate certifying the resolutions adopted by the Board of Directors and Members regarding the approval of this Agreement and the transactions contemplated hereby.

8.9 Approval by Members and/or Board of Directors. The members and/or Board of Directors of the Artisans shall have approved and adopted this Agreement and the transactions contemplated hereby to the extent required by law and by the Articles of Incorporation and Bylaws of the Artisans.

8.10 Further Assurances. The PBA shall have received such further instruments and documents as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained and the performance of all conditions to the consummation of such transactions.

9. INDEMNIFICATION; SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 [Intentionally Omitted]

9.2 Indemnification.

(a) The PBA agrees to indemnify and hold harmless the Artisans, its officers, directors, and employees from and against any and all loss, liability, damage, or expense (including, but not limited to, reasonable attorney's fees incident thereto) arising out of, or resulting from, any misrepresentation or the breach of any warranty, representation, or covenant made by the PBA in this Agreement, the schedules hereto, and any and all written statements, certificates, instruments, and documents delivered to the Artisans pursuant to this Agreement on or before the Closing Date.

(b) The Artisans agrees to indemnify and hold harmless the PBA, its officers, directors, and employees from and against any and all loss, liability, damage, or expense (including, but not limited to, reasonable attorney's fees incident thereto) arising out of, or resulting from, any misrepresentation or the breach of any warranty, representation, or covenant made by the Artisans in this Agreement, the schedules hereto, and any and all written statements, certificates, instruments, and documents delivered to the PBA pursuant to this Agreement on or before the Closing Date.

The parties acknowledge that the indemnification obligations of the PBA and Artisans will become indemnification obligations of the Surviving Company upon consummation of the Merger at the Effective Time.

9.3 Remedies. Indemnification shall not be the exclusive remedy of the Parties for a breach of this Agreement. Each Party may exercise all rights available to it, at law or in equity, against the other Party for breach of any representation or warranty by the other Party in this Agreement.

10. TERMINATION.

10.1 Mutual Written Agreement. The Parties may terminate this Agreement by mutual written consent at any time prior to the Closing.

10.2 Termination by the PBA. The PBA may terminate this Agreement by giving written notice to the Artisans at any time prior to the Closing (i) in the event any of the Artisans has breached any representation, warranty, or covenant contained in this Agreement if such breach would give rise to a failure to satisfy a condition to the obligations of the PBA contained in Section 8, the PBA has notified the Artisans of the breach, and the breach has continued without cure for a period of twenty (20) days after the notice of breach, or (ii) if the Closing shall not have occurred on or before December 31, 2021 (the "Termination Date"), by reason of the failure of any condition precedent or covenant hereunder (unless the failure resulted from the PBA itself breaching any representation, warranty, or covenant contained in this Agreement).

10.3 Termination by the Artisans. The Artisans may terminate this Agreement by giving written notice to the PBA at any time prior to the Closing (i) in the event PBA has breached any representation, warranty, or covenant contained in this Agreement if such breach would give rise to a failure to satisfy a condition to the obligations of the Artisans contained in Section 7, the Artisans has notified the PBA of the breach, and the breach has continued without cure for a period of twenty (20) days after the notice of breach, or (ii) if the Closing shall not have occurred on or before the Termination Date, by reason of the failure of any condition precedent or covenant hereunder (unless the failure resulted from the Artisans breaching any representation, warranty, or covenant contained in this Agreement).

10.4 In the Event of Termination. In the event of the termination of this Agreement pursuant to the provisions of this paragraph 10, this Agreement shall become void and have no effect, without any liability on the part of any Party, except for the provisions contained in Sections 6 and 11.3 hereof; provided, however, that if any Party hereto willfully fails to perform its obligations herein, any other Party hereto may seek any available legal or equitable remedies in addition to those provided herein. The Parties hereto shall have the right to seek specific performance hereof.

11. MISCELLANEOUS.

11.1 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given (a) if personally delivered, upon receipt, (b) if sent via overnight delivery by a nationally recognized delivery service, upon the next business day, or (c) if sent by registered or certified mail, upon the sooner of the date on which receipt is acknowledged or the expiration of five business days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a Party shall be sent to the addresses set forth below or to such other address as such Party may designate by notice to each other Party hereunder:

11.1.1 to the PBA:

The Polish American Beneficial Association
2595 Orthodox Street
Philadelphia, PA 19137

With a copy to (which shall not constitute notice):

Steven Davis, Esq.
Stradley Ronon Stevens & Young, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103

11.1.3 to the Artisans:

Artisans' Order of Mutual Protection
8100 Roosevelt Boulevard
Philadelphia, PA 19152

With a copy to (which shall not constitute notice):

Thomas J. Barnes, Esq.
Egbert & Barnes, P.C.
349 York Road, Suite 100
Willow Grove, PA 19090

11.2 Successors and Assigns; Entire Agreement; Modification. This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the Parties hereto. However, at any time prior to the Closing Date, either Party may:

11.2.1 extend the time for the performance of any obligations or other acts of the other Party;

11.2.2 waive any inaccuracies by the other Party in the representations and warranties contained herein or in any document delivered pursuant hereto; and

11.2.3 waive compliance with any of the agreements or conditions contained herein to be performed by the other Party.

All such waivers shall be in writing and signed by the Party waiving compliance.

11.3 Expenses. The Parties hereto shall pay their own expenses incident to the preparation and execution of this Agreement and the consummation of the transactions contemplated hereby.

11.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws provisions.

11.5 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the Parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.

11.6 Headings. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions hereof.

11.7 Definition of PBA's Knowledge. "PBA's Knowledge" or words of similar import in this Agreement, which used to qualify a representation or warranty of the PBA in this Agreement, shall in all cases be understood as comprising the actual knowledge of John R. Jakubowski and Samuel Sbraccia.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first hereinabove written.

ARTISANS' ORDER OF MUTUAL PROTECTION

THE POLISH BENEFICIAL ASSOCIATION

By: _____
Name:
Title:
Dated:

By: _____
Name:
Title:
Dated:

Proposed change to the bylaws

Article XXX

AMENDMENTS

(180) These laws shall not be altered or amended except by a two-thirds affirmative vote from the voting members present at the bi-annual meeting of the M.E. Session or a mail in ballot from the delegates and other full and active members of the Artisans who were voting members at the last M.E. Session; All proposed alterations and amendments must be presented in writing, signed by at least three active insured or annuitant holding members of the Order and referred to the Board of Directors for review. All members of the Artisans must be notified of any proposed changes to the by-laws sixty (60) days in advance of the vote. The membership of the Artisans can be notified of proposed changes or additions to the by-laws by one, or more, of the following methods of communication; e-mail, postal mail or electronic notification through an advertisement placed on the official Artisan website and/or quarterly publication. Any of the previous mentioned methods of communication shall be deemed to be enough and lawful notice to each member of the Order of proposed change to the by-laws.

Article XXX

ARTICLE XXX

AMENDMENTS

(180) These laws shall not be altered or amended except by a two-thirds vote of the members present at the bi-annual session of the M.E. Assembly, or at a special session called for that purpose; all proposed alteration and amendments must be presented in writing, signed by at least three members of the Order and referred to the Board of Directors at least two months before the session of the M.E. Assembly; provided, that no alteration or amendment shall be acted upon until a copy of the same shall have been submitted to each subordinate assembly at least thirty days before the session of the M.E. Assembly. After adoption, any such amendments or alterations shall be printed in the official publication, The Artisan. Such publication shall be deemed to be notice to each and every member of the Order.

ORIGINAL