

EVERETT CASH MUTUAL INSURANCE CO.

PLAN OF CONVERSION

FROM MUTUAL TO STOCK FORM

Adopted by its Board of Directors on October 22, 2025

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1. BACKGROUND AND REASONS FOR THE CONVERSION.

The Board of Directors (the “Board”) of Everett Cash Mutual Insurance Co. (“ECM”) regularly undertakes strategic review and assessment of its operations, business plans, enterprise risk management, and market position generally. Beginning in 2024, the Board engaged Philo Smith & Co. (“PhiloSmith”), an investment bank with deep experience in the insurance industry, as an advisor to assist with the Board’s ongoing efforts to identify strategic alternatives to achieve ECM’s goals and address significant challenges currently facing it, including exceedingly high reinsurance costs, limited capacity to write new farmowners’ business, and needed technology and infrastructure investments.

In consultation with PhiloSmith, the Board was presented with and considered a variety of alternatives, including maintaining the status quo, a mutual holding company transaction, reinsurance transactions, mergers or affiliations with other mutual insurance companies, and a subscription rights demutualization, either on a standalone basis, with a standby investor, or by means of a sponsored demutualization.

Ultimately, the Board determined that ECM’s future success, its ability to continue to serve its policyholders and other stakeholders, and ECM’s mission to become a preeminent writer of farmowners’ business, would all be enhanced by expanding its writing capacity, expanding geographically, augmenting its capital position, and achieving an “A+” rating from A.M. Best Company, Inc. (“A.M. Best”).

After careful and thorough study and consideration, ECM concluded that the subscription rights method of demutualization, in a transaction sponsored by Old Republic International Corporation, a Delaware corporation (“ORI”), best suits ECM under the circumstances. The potential for a transaction with ORI was brought to the attention of ECM by PhiloSmith and evolved over time into the sponsored demutualization described in this Plan. In reaching its conclusion, ECM considered, among other things, that a sponsored demutualization with ORI will:

- provide ECM with immediate and long-term access to a significant amount of additional capital and reinsurance capacity;
- permit ECM to avail itself of ORI’s A.M. Best “A+” financial strength rating and ORI’s larger A.M. Best financial size category;
- provide Eligible Members with an opportunity to acquire ORI stock at a significant (between 30% to 35%) discount to market;

- permit ECM to operate as an indirect wholly owned subsidiary of ORI going forward and serve as a platform for developing ORI’s specialty farmowners’ insurance business, thereby maintaining ECM’s existence on a go forward basis;
- permit ECM to continue to serve its existing specialty farmowners’ insurance customers and increase its product offerings to those customers and new policyholders;
- permit ECM to maintain its name, headquarters, culture, values and management team;
- facilitate the creation of a Foundation with a significant \$5,000,000.00 capitalization for the purpose of supporting the farming community; and
- provide ECM employees and management with opportunities for career advancement and participation in ORI’s existing employee benefits.

The Board has determined that the Conversion will enhance ECM’s strategic and capital position in a manner that furthers the interests of ECM and its Members. The Board believes that the Plan is reasonable, fair and equitable to ECM’s Members and is in the best interests of ECM, its Members and other stakeholders of the Company.

Accordingly, on October 22, 2025, the Board, after careful study, consideration, and deliberation, adopted and approved this Everett Cash Mutual Insurance Co. Plan of Conversion from Mutual to Stock Form (this “Plan”). Under this Plan, as of the Effective Date, ECM will convert from a Pennsylvania mutual insurance company to a Pennsylvania stock insurance company pursuant to the Insurance Company Mutual-to-Stock Conversion Act, 40 P.S. §§ 911-A, et seq. (the “Act”), and will simultaneously issue and sell all of its authorized shares to Old Republic Specialty Insurance Group, Inc., a Delaware corporation and wholly owned subsidiary of ORI (“Buyer”), thereby becoming an indirect wholly owned subsidiary of ORI.

This Plan, if approved by the Commissioner, will be submitted to the Eligible Members of ECM for their approval and adoption at a Special Meeting to be called for the purpose of considering and voting on this Plan. Pursuant to the Act and the terms and conditions of this Plan, this Plan must be approved and adopted by an affirmative vote of at least two-thirds (2/3) of the votes cast by Eligible Members in person or by proxy at the Special Meeting.

In the Offering as contemplated by this Plan, Participants will have Subscription Rights in the Offering to acquire from ORI, at the Purchase Price, either authorized but unissued shares of Common Stock or issued but not outstanding shares of Common Stock that are held as treasury stock, in accordance with applicable federal and state laws and regulations and this Plan. All Subscription Rights remaining unexercised at 5:00 p.m. Eastern Time on the last day of the Offering, if any, will expire. If the total dollar amount of subscriptions for shares of Common Stock tendered by Participants in the Offering (the “Aggregate Subscription Amount”) is less than the Minimum of the Valuation Range, ORI shall contribute cash to the Cash Contribution Fund in an amount such that the sum of the Aggregate Subscription Amount plus the Cash Contribution Fund shall equal not less than the Minimum of the Valuation Range. ORI will

contribute the gross proceeds from the Offering and the amount of the Cash Contribution Fund (if applicable) to Buyer to enable Buyer to purchase all of the authorized shares of ECM. The Conversion, and the issuance by ECM of its shares to Buyer in exchange for the Aggregate Subscription Amount and the Cash Contribution Fund, are intended to happen substantially simultaneously on the Effective Date.

The Conversion is subject to the provisions of the Act and the policies and procedures of the Commissioner. This Plan is also subject to the prior written approval of the Commissioner.

2. DEFINITIONS.

Capitalized terms defined in the Background section of this Plan shall have the meanings given to such terms in the Background section wherever used in this Plan. As used in this Plan, the terms set forth below have the following meanings:

2.1 “Acquisition” means the purchase by Buyer of all the authorized shares of ECM, which will occur on the Effective Date immediately following the Conversion pursuant to the Agreement and this Plan.

2.2 “ADV Cap” means the amount of Aggregate Discount Value that would be available if the Purchase Price and the maximum number of shares offered to Eligible Members were based on a 30% discount to the ORI 10-day VWAP, calculated as follows:

ADV Cap = the Maximum Share Amount multiplied by the 30% Discount, where:

“Maximum Share Amount” equals the Maximum of Valuation range divided by 70% of the ORI 10-day VWAP, and

“30% Discount” equals the ORI 10-day VWAP multiplied by 0.30.

2.3 “Advisory Board” has the meaning given in Section 10(h).

2.4 “Aggregate Discount Value” means and is equal to the product of (i) the ORI 10-day VWAP less the Purchase Price, multiplied by (ii) the aggregate number of shares of Common Stock subscribed for by Eligible Members in the Offering; provided, however, that the amount of the Aggregate Discount Value shall not exceed the ADV Cap.

2.5 “Agreement” means the Stock Purchase Agreement dated as of October 22, 2025 by and among Buyer, ORI and ECM, including of all its exhibits, of which this Plan is one.

2.6 “Application” means all of the documents to be filed with the Commissioner pursuant to and as required by Section 913-A(b) of the Act constituting ECM’s application for approval of the Conversion.

2.7 “Associate” when used to indicate a relationship with any Person, means (i) a corporation or organization (other than the Company, ORI or a majority-owned subsidiary of

either) of which such Person is a director, officer or partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities (as defined in Rule 3a11-1 promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)); (ii) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; (iii) any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person or who is a Director or Officer of the Company or any of its subsidiaries; and (iv) any Person acting in concert, or otherwise affiliated (as such term is defined in Rule 12b-2 promulgated under the Exchange Act), with such Person or any of the Persons or entities specified in clauses (i) through (iii) above.

2.8 “Calculation Agent” means the Person designated by ORI to calculate the Purchase Price as of the date of the Special Meeting.

2.9 “Cash Contribution Fund” means the fund to be established by ORI in the event that the Aggregate Subscription Amount is less than the Minimum of the Valuation Range, and into which ORI shall contribute cash equal to the difference between (a) the Minimum of the Valuation Range less (b) the product of (i) the number of shares of Common Stock sold to Participants multiplied by (ii) the Purchase Price.

2.10 “Common Stock” means the common stock, par value \$1.00 per share, of ORI.

2.11 “Commissioner” means the Insurance Commissioner of the Commonwealth of Pennsylvania, or his or her duly appointed designee(s).

2.12 “Company” means ECM or Converted ECM (as appropriate to the context).

2.13 “Company CEO” means Randy F. Shaw, current President and Chief Executive Officer of ECM.

2.14 “Conversion” means (i) the conversion of ECM into stock form in a subscription rights conversion pursuant to the Act, (ii) the issuance and sale of all of ECM’s authorized capital stock to Buyer, and (iii) the offer and sale of Common Stock by ORI in the Offering, all in accordance with the terms of this Plan and the Agreement, as applicable.

2.15 “Converted ECM” means ECM after its conversion from mutual to stock form pursuant to the terms of this Plan.

2.16 “Converted ECM Articles” means the amended and restated articles of incorporation for Converted ECM in the form of Exhibit “A” hereto.

2.17 “Director” means any Person who is a director of the Company or any of its Subsidiaries.

2.18 “ECM Managers” means those individuals constituting the Company’s senior management team as determined by the Company CEO and Buyer.

2.19 “ECM Participant” means the following Persons who are not also Eligible Members: officers, directors and employees of ECM and each of its other wholly owned subsidiaries who are serving in such capacity on the Eligibility Record Date and on the Mailing Date (or such other date as may be specified in the Proxy Statement/Prospectus).

2.20 “Effective Date” means the date, after this Plan has been approved by the Commissioner and both this Plan and the Converted ECM Articles have been approved and adopted by the Eligible Members of ECM at the Special Meeting, on which the Converted ECM Articles are filed in the office of the Secretary of State of the Commonwealth of Pennsylvania, which date shall be within 45 days (unless extended by agreement of Company and Buyer) after the Eligible Members have approved this Plan.

2.21 “Eligibility Record Date” means the close of business on October 22, 2025, the date of the adoption of this Plan by the Board.

2.22 “Eligible Member” means a Member whose ECM insurance policy is in force on the Eligibility Record Date. A Person with an ECM policy of insurance that becomes effective after the Board adopts this Plan but before the Effective Date is not an Eligible Member but shall have those rights established under Section 919-A of the Act.

2.23 “Independent Appraiser” means Feldman Financial Advisors, Inc., the qualified expert independent investment banking firm experienced in the valuation of insurance companies that has been retained by the Company to determine the Valuation Range and any update required thereto.

2.24 “Mailing Date” means the date that the notice of the Special Meeting is first mailed or otherwise sent to Eligible Members.

2.25 “Maximum of the Valuation Range” has the meaning given in Section 3(a).

2.26 “Maximum Shares Issuable” has the meaning given in Section 3(c).

2.27 “Maximum Subscription Amount” has the meaning given in Section 6(b).

2.28 “Member” means a Person who is the owner of an in-force policy of insurance issued by ECM, as provided under the bylaws of ECM.

2.29 “Minimum of the Valuation Range” has the meaning given in Section 3(a).

2.30 “Minimum Subscription Amount” means the minimum number of shares of Common Stock or minimum dollar amount of shares of Common Stock that a Participant may subscribe to purchase as set forth in Section 6(a).

2.31 “Offering” means the offering of shares of Common Stock in the Subscription Offering as described in Section 5.

2.32 “Offering Closing Date” means the date upon which the sale of the shares of Common Stock to subscribing Participants in the Offering shall be completed.

2.33 “Officer” means the president, any vice-president, secretary, treasurer or principal financial officer, controller or principal accounting officer of, and any other Person performing similar functions for, the Company or any of its subsidiaries.

2.34 “Order Form” means the form provided to a Participant on behalf of ECM, containing such terms and provisions as set forth in Section 7 pursuant to which Common Stock may be subscribed for in the Offering.

2.35 “ORI 10-day VWAP” means the volume-weighted average trading price for the Common Stock on the New York Stock Exchange for the 10 Trading Day period ending on the Business Day prior to the date of the Special Meeting as reported by Bloomberg through its “VWAP” function.

2.36 “Participant” means a Person to whom Common Stock is offered under the Offering.

2.37 “Person” means any corporation, partnership, association, limited liability company, joint stock company, trust, unincorporated organization, or any other entity or a natural person.

2.38 “Proxy Statement/Prospectus” means the final proxy statement/prospectus and proxy statement/prospectus supplement, if any, used by ORI in connection with the Offering, including the documents incorporated or deemed to be incorporated by reference therein.

2.39 “Purchase Price” means the price per share at which the Common Stock shall be sold by ORI to subscribing Participants in the Offering in accordance with the terms hereof, which shall be determined after the close of trading on the New York Stock Exchange on the Business Day prior to the date of the Special Meeting; provided, however, that in the event that the number of shares of Common Stock subscribed for by Eligible Members in the Offering is such that Aggregate Discount Value exceeds the ADV Cap, the Purchase Price will be increased proportionally and the number of shares sold to a subscribing Eligible Member will be decreased proportionally so that (i) Aggregate Discount Value does not exceed the ADV Cap and (ii) the Aggregate Subscription Amount and the Offering proceeds remain unchanged. The Purchase Price will be determined based on the following formula:

$$PP = \text{ORI 10-day VWAP} \times (100\% - \text{Stock Discount Percentage})$$
 where:

“PP” means the Purchase Price payable per share of Common Stock in the Offering.

“Stock Discount Percentage” means the percentage discount to the ORI 10-day VWAP determined as follows:

If the Aggregate Discount Value is less than or equal to the ADV Cap, the Stock Discount Percentage will be 35%.

If the Aggregate Discount Value exceeds the ADV Cap, the Stock Discount Percentage will be proportionately decreased (resulting in a proportional increase in the Purchase Price) in the manner illustrated in Exhibit “B” attached hereto so that Aggregate Discount Value does not exceed the ADV Cap.

An example for illustrative purposes only of the Stock Discount Percentage based on hypothetical subscription amounts by Eligible Members is set forth on Exhibit “B” attached hereto.

If between the Mailing Date and the Offering Closing Date, the outstanding shares of Common Stock are changed into a different number of shares, by reason of a reclassification, recapitalization, split-up, combination or exchange of shares, or any dividend payable in stock or other securities is declared pursuant to Section 919-A of the Act with regard to the Common Stock with a record date between the Mailing Date and the Offering Closing Date, then the Purchase Price will be adjusted to such number as if the reclassification, recapitalization, split-up, combination, exchange or dividend had occurred on the second trading day prior to the Mailing Date.

2.40 “Qualifying Policy” means a policy of insurance issued by ECM and in force as of the close of business on the Eligibility Record Date.

2.41 “Registration Statement” means the registration statement containing the Proxy Statement/Prospectus to be filed by ORI with the SEC with respect to the Conversion registering the shares of Common Stock to be offered and sold in the Offering under the Securities Act of 1933, as amended.

2.42 “SEC” means the United States Securities and Exchange Commission.

2.43 “Special Meeting” means the special meeting of Eligible Members called by the Board of Directors of ECM, and any adjournments thereof, to be held for the purpose of considering and voting on this Plan and the Converted ECM Articles in accordance with the certificate of incorporation and bylaws of ECM and the Act. The Special Meeting will occur after the expiration of the Subscription Period.

2.44 “Special Meeting Date” means the date upon which the Special Meeting is held.

2.45 “Subscription Agent” means the transfer agent, financial advisor, or other entity retained by ORI to serve as agent for processing subscriptions for shares of Common Stock by Participants in the Offering.

2.46 “Subscription Amount” means the aggregate dollar amount of a subscription for shares of Common Stock submitted by a Participant in the Offering on an Order Form.

2.47 “Subscription Period” has the meaning given in Section 7(a).

2.48 “Subscription Rights” means the rights of Participants to subscribe for shares of Common Stock in the Offering pursuant to the terms of this Plan.

2.49 “Subsidiary” means, with respect to any Person, any entity of which securities or other ownership interests (i) having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or (ii) representing more than fifty percent of such securities or ownership interests are at the time directly or indirectly owned by such Person.

2.50 “Trading Day” means a day on which trading in securities is conducted on the New York Stock Exchange.

2.51 “Valuation Range” means the range of pro forma market values from the Minimum of the Valuation Range to the Maximum of the Valuation Range, inclusive, as such range is determined by the independent evaluation of the Independent Appraiser in accordance with Section 3, based on the estimated consolidated pro forma market value of Converted ECM determined in accordance with Section 914-A(d) of the Act.

3. TOTAL NUMBER OF SHARES AND PURCHASE PRICE OF COMMON STOCK.

Subject to the limitations set forth in Sections 5 and 6 of this Plan, the number of shares of Common Stock required to be offered by ORI in the Offering will be determined as follows:

- (a) Independent Appraiser. The Independent Appraiser has been retained by ECM to undertake an independent evaluation to determine the Valuation Range. The Valuation Range will consist of a midpoint valuation of the range of estimated consolidated pro forma market value of Converted ECM as a going concern determined in accordance with Section 914-A(d) of the Act, a valuation fifteen percent (15%) above such midpoint valuation of the Company (the “Maximum of the Valuation Range”) and a valuation fifteen percent (15%) below such midpoint valuation of the Company (the “Minimum of the Valuation Range”). The Valuation Range will be based upon the financial condition and results of operations of the Company, a comparison of the Company with comparable publicly-held insurance companies, the pro forma book value and earnings per share of the Converted ECM, and such other factors as the Independent Appraiser may deem to be relevant and not inconsistent with the Act, including (as required by the Act) that value estimated to be necessary to attract a full subscription for the shares of Common Stock in the Offering. The Independent Appraiser will submit to ECM on the Eligibility Record Date the Valuation Range and a related report that describes the data and methodology used to determine the Valuation Range.
- (b) Purchase Price. The Purchase Price will be uniform as to all subscribing Participants in the Offering.
- (c) Number of Shares of Common Stock to be Offered and Sold. The Aggregate Subscription Amount that will be accepted in the Offering cannot exceed the Maximum of

the Valuation Range, and the maximum number of shares of Common Stock to be sold in the Offering shall not exceed the quotient of the Maximum of the Valuation Range divided by the Purchase Price (the “Maximum Shares Issuable”). At a minimum, the Aggregate Subscription Amount, together with the cash contributed by ORI to the Cash Contribution Fund (if applicable), must equal the Minimum of the Valuation Range. There is no minimum number of shares of Common Stock that must be sold in the Offering; provided that if the Aggregate Subscription Amount is less than the Minimum of the Valuation Range, then ORI shall contribute sufficient cash to the Cash Contribution Fund such that the condition in the preceding sentence is satisfied.

(d) Offering Procedures. When the Aggregate Subscription Amount, together with the cash contributed by ORI to the Cash Contribution Fund (if applicable), falls within the Valuation Range, the following steps will be taken:

(i) *Offering Meets or Exceeds Maximum.* If the Aggregate Subscription Amount is equal to or greater than the Maximum of the Valuation Range, then ORI on the Effective Date shall issue shares of Common Stock to the subscribing Participants; provided, however, that the number of shares of Common Stock issued shall not exceed the Maximum Shares Issuable. In the event of an oversubscription in the Offering, shares of Common Stock shall be allocated among the subscribing Participants as provided in Section 5 below; provided, however, that no fractional shares of Common Stock shall be issued.

(ii) *Offering Meets or Exceeds Minimum but not the Maximum.* If the Aggregate Subscription Amount is equal to or greater than the Minimum of the Valuation Range, but less than the Maximum of the Valuation Range, then ORI on the Effective Date shall issue shares of Common Stock to the subscribing Participants in an amount sufficient to satisfy the subscriptions of such Participants in full.

(iii) *Offering Does Not Meet Minimum.* If the Aggregate Subscription Amount is less than the Minimum of the Valuation Range, then in such event ORI shall establish and fund the Cash Contribution Fund. On the Effective Date, ORI shall, subject to the terms and conditions of the Agreement and this Plan: (A) issue shares of Common Stock to subscribing Participants in an amount sufficient to satisfy the subscriptions of such Participants in full, and (B) use the gross proceeds of the Offering and the amount deposited in the Cash Contribution Fund (which total amount shall not be less than the Minimum of the Valuation Range) to purchase the authorized stock of ECM in accordance with the Act and consummate the Acquisition.

4. GENERAL PROCEDURE FOR THE OFFERING.

(a) Approval of the Plan by ECM’s Board of Directors. This Plan and the Converted ECM Articles have been adopted and approved by at least two-thirds (2/3) of the members of the Board of Directors of ECM. Without limiting the generality of the foregoing, the Board of Directors of ECM has adopted a resolution setting forth the Converted ECM

Articles and declaring its advisability, and has adopted and approved proposed bylaws of Converted ECM.

(b) Regulatory Approvals. ECM shall promptly cause the Application to be prepared and filed with the Commissioner (such filing in any event to be made within 30 days after adoption of this Plan by the Board of Directors of ECM) together with any application fee required by the Commissioner. ORI shall promptly cause the Registration Statement to be prepared and filed with the SEC and make such other regulatory filings as may be required under the circumstances to consummate the transaction, including filing the Form A with the Commissioner.

(c) Notice to Eligible Members. Upon filing of the Application with the Commissioner, ECM shall send to Eligible Members a notice advising Eligible Members of the adoption and filing of this Plan, their ability to provide the Commissioner and ECM with comments on this Plan within 30 days of the date of such notice, and the procedure for making comments.

(d) Approval by Eligible Members. Following approval of this Plan by the Commissioner and after the Registration Statement has been declared effective by the SEC, this Plan and the adoption of the Converted ECM Articles, and the transactions contemplated hereby, including without limitation and the Acquisition, will be submitted by ORI and ECM to Eligible Members for their consideration and approval and adoption at the Special Meeting. ORI and ECM shall send, or cause to be sent, the Proxy Statement/Prospectus to all Eligible Members at their last known address appearing on the records of ECM. This Plan and the Converted ECM Articles will be submitted to a vote of the Eligible Members at the Special Meeting. As further described in Section 7, ORI and ECM shall distribute or otherwise make available to all Participants a Proxy Statement/Prospectus and Order Form for the exercise of Subscription Rights to purchase shares of Common Stock in the Offering.

The presence of seven (7) or more Eligible Members, in person or by proxy, at the Special Meeting shall constitute a quorum. Each Eligible Member is entitled to cast one vote at the Special Meeting regardless of the number of Qualifying Policies or other policies owned by such Eligible Member. By way of illustration and not limitation, the following scenarios are included as examples: (i) husband and wife with one or more joint policies = 1 vote, (ii) husband and wife with 2 or more individual policies = 1 vote per person, (iii) husband and wife with 2 individual policies and 10 policies issued to different corporate entities they own = 12 votes; (iv) with respect to each Qualifying Policy for which there is more than one named insured, the first named insured shall be deemed the Eligible Member of such Qualifying Policy; and (v) with respect to each Qualifying Policy for which the named insured is a person other than a natural Person, such Person shall be deemed the Eligible Member of such Qualifying Policy.

Approval and adoption by the Eligible Members of both (i) this Plan and the transactions set forth herein, and (ii) the Converted ECM Articles, will require the affirmative vote, cast in person or by proxy, of at least two-thirds (2/3) of the votes cast

by Eligible Members at the Special Meeting. Approval and adoption of this Plan and the Converted ECM Articles by the Eligible Members of ECM will constitute approval and adoption by them of all of the transactions contemplated hereby, including the Acquisition pursuant to the terms of the Agreement.

(e) Acquisition of the Authorized Shares of Converted ECM by Buyer. Concurrently with completion of the sale of the shares of Common Stock in the Offering on the Offering Closing Date, on the Effective Date, ECM will convert from a mutual insurance company to stock form and issue and sell to Buyer all of its authorized shares under the Converted ECM Articles, all in accordance with the terms of the Agreement.

5. SUBSCRIPTION OFFERING.

Subscription Rights to purchase shares of Common Stock in the Offering at the Purchase Price will be granted by ORI only to Eligible Members and ECM Participants in the following priorities and shall be subject to the limitations set forth in this Section 5 and in Section 6:

(a) Eligible Members (First Priority). Each Eligible Member shall receive, without payment, Subscription Rights to purchase in the Offering up to the Maximum Subscription Amount; provided, however, that the maximum dollar amount of subscriptions that will be accepted shall be equal to the Maximum of the Valuation Range, and the maximum number of shares of Common Stock that may be purchased by Eligible Members in the aggregate shall be equal to the Maximum Shares Issuable. The number of Qualifying Policies or other policies owned by an Eligible Member shall not increase or otherwise affect such Eligible Member's Subscription Rights. An Eligible Member who would otherwise be eligible to subscribe as an ECM Participant will be deemed to subscribe in the capacity as an Eligible Member.

(b) Oversubscription by Eligible Members. Subject to the last sentence of this subsection (b), in the event that the total Subscription Amounts of all Eligible Members exceeds the Maximum of the Valuation Range, the available shares of Common Stock shall be allocated among subscribing Eligible Members so as to permit each such Eligible Member, to the extent possible, to purchase a number of shares which will make such member's allocation equal to the lesser of (i) the quotient of the Subscription Amount of such Eligible Member divided by the Purchase Price or (ii) 1,000 shares. Any shares of Common Stock remaining after such initial allocation will be allocated among the subscribing Eligible Members whose subscriptions remain unsatisfied in the proportion in which (i) the Subscription Amount as to which each such Eligible Member's subscription remains unsatisfied bears to (ii) the Aggregate Subscription Amount as to which all such Eligible Members' subscriptions remain unsatisfied; provided, however, that no fractional shares of Common Stock shall be issued. If, because of the magnitude of the oversubscription, shares of Common Stock cannot be allocated among subscribing Eligible Members so as to permit each such Eligible Member to purchase the lesser of 1,000 shares or the number of shares subscribed for, then

shares of Common Stock will be allocated among the subscribing Eligible Members in the proportion in which: (i) the Subscription Amount by each such Eligible Member bears to (ii) the Aggregate Subscription Amount by all Eligible Members; provided, however, that no fractional shares of Common Stock shall be issued. In the event of such oversubscription, the allocation of shares of Eligible Members shall also take into account the limitation that the Aggregate Discount Value cannot exceed the ADV Cap, and the Purchase Price and the number of shares allocated to Eligible Members shall be adjusted in the manner provided in this Plan and in the illustration attached hereto as Exhibit “B”.

(c) ECM Participants (Second Priority). Subject to the rights of Eligible Members to subscribe for and purchase 100% of the shares offered in the Offering, and the limitations set forth in this subsection (c), each ECM Participant shall receive, without payment, Subscription Rights to purchase in the Offering up to the Maximum Subscription Amount. These Subscription Rights shall be subordinated to the Subscription Rights of the Eligible Members, and may be exercised only to the extent that there are shares of Common Stock that could have been purchased by Eligible Members, but which remain unsold after satisfying the subscriptions of all Eligible Members; provided, however, that (i) the aggregate number of shares purchased by all of the ECM Participants shall not exceed the total number of shares to be issued at the Minimum of the Valuation Range in the Offering minus the number of shares subscribed for by Eligible Members, and (ii) in accordance with the Act, the aggregate number of shares purchased by all of the directors and officers of ECM (including in their capacity as an Eligible Member) shall not exceed 30% of the total number of shares of Common Stock as would be issued at the Minimum of the Valuation Range.

(d) Oversubscription by ECM Participants. In the event of an oversubscription among the ECM Participants, then the shares of Common Stock available to satisfy the subscriptions of such ECM Participants will be allocated among them in the proportion in which: (i) the Subscription Amount by each such ECM Participant bears to (ii) the aggregate Subscription Amounts by all such ECM Participants; provided, however, that no fractional shares of Common Stock shall be issued.

(e) Limitations on Subscription Rights. Subscription Rights granted under this Plan will be non-transferable. Subscription Rights in the Offering will be subject to all the terms, conditions and limitations of this Plan. Any Person purchasing Common Stock pursuant to a Subscription Right in the Offering will be deemed to represent and affirm to the Company that such Person is purchasing for his or her own account and not on behalf of any other Person. Any ECM Participant who subscribes for Common Stock must have been an ECM Participant on the Eligibility Record Date and on the Effective Date in order to purchase Common Stock in the Offering.

6. LIMITATIONS ON SUBSCRIPTIONS AND PURCHASES OF COMMON STOCK.

The following additional limitations and exceptions shall apply to all purchases of Common Stock in the Offering:

(a) Minimum Subscription Amount. To the extent that shares of Common Stock are available, no Person may purchase fewer than (i) 25 shares of Common Stock or (ii) shares of Common Stock having an aggregate Purchase Price of \$500.00 in the Offering.

(b) Maximum Subscription Amount. In addition to the other restrictions and limitations set forth in this Plan, (i) the maximum number of shares of Common Stock that any Person, together with any Associate or group of Persons acting in concert, may directly or indirectly acquire in the Offering shall not exceed five percent (5%) of the capital stock of ORI, except with the approval of the Commissioner, and (ii) notwithstanding the foregoing, the maximum Subscription Amount in the Offering by any Participant shall not exceed \$350,000.00, irrespective of the different capacities in which such Person may have subscribed for such shares under this Plan (collectively, the “Maximum Subscription Amount”). The limits set forth in this section shall not be construed to increase any other purchase limit provided in this Plan.

(c) Restrictions Applicable to Directors and Officers. In addition to the restriction on the total number of shares of Common Stock that ECM Participants may purchase in the Offering contained in Section 5(c), no Director or Officer or person acting in concert with a Director or Officer shall acquire any capital stock of the Converted ECM or of ORI for three (3) years after the Effective Date of this Plan, except through a broker-dealer, without the permission of the Commissioner. This provision does not prohibit such Directors and Officers of the Company from: (i) making block purchases of 1% or more of such outstanding Common Stock other than through a broker-dealer if approved in writing by the Commissioner; (ii) exercising Subscription Rights in the Offering; or (iii) participating on and after the Effective Date in a stock benefit plan established by ORI. In addition, approval of this Plan by the Commissioner shall constitute the approval and permission by the Commissioner for Directors and Officers to participate in any stock benefit plans of ORI in which similarly situated directors and officers of ORI participate. For purposes of the foregoing limitations, Directors and Officers shall not be deemed to be Associates or a group acting in concert solely as a result of their capacities as such. The restriction described in Section 914-A(h) of the Act is hereby referenced and incorporated herein.

(d) Restrictions Applicable to ECM. Without the prior approval of the Commissioner, ECM shall not for a period of three (3) years from the Effective Date, repurchase any of its capital stock from any Person. The provisions of this Section 6(d) shall not apply to ORI, and the Commissioner’s approval of this Plan shall constitute approval under Section 914-A(j) of the Act of any repurchase by ORI of any of its capital stock from any Person that otherwise would be subject to such Section.

(e) Adjustment to Purchase Limitation. The Company may increase or decrease any of the purchase limitations set forth herein at any time with the written consent of ORI; provided, however, that in no event shall the maximum purchase limitation applicable to Eligible Members be less than the maximum purchase limitation percentage applicable to any other class of subscribers or purchasers in the Offering. In the event that either an individual or aggregate purchase limitation is increased after commencement of the Offering, any Person who ordered the maximum number of shares of Common Stock shall be permitted to purchase an additional number of shares such that such Person may subscribe for or order the then maximum number of shares permitted to be subscribed for by such Person, subject to the rights and preferences of any Person who has priority rights to purchase shares of Common Stock in the Offering. In the event that either an individual or the aggregate maximum purchase limitation is decreased after commencement of the Offering, the orders of any Person who subscribed for an amount in excess of the decreased maximum purchase limitation amount shall be decreased by the minimum amount necessary so that such Person shall be in compliance with the then maximum purchase amount permitted to be subscribed for or ordered by such Person.

7. MECHANICS AND TIMING OF THE OFFERING, MANNER OF PURCHASING COMMON STOCK AND ORDER FORMS.

(a) Overview of the Offering. The Offering shall be conducted as follows:

(i) *Commencement.* The Offering shall commence on the Mailing Date and continue for at least 20 calendar days but not more than 45 calendar days (the “Subscription Period”).

(ii) *Mailing of Offering Materials.* On the Mailing Date, ORI shall distribute the Proxy Statement/Prospectus, together with Order Forms for the exercise of Subscription Rights in the Offering, to all Participants.

(iii) *Subscription Period.* During the Subscription Period, a Participant may subscribe for shares of Common Stock by properly completing and delivering the Order Form, together with payment in an amount equal to such Participant’s Subscription Amount.

(iv) *Special Meeting.* The Special Meeting will be held upon or following termination of the Subscription Period.

(v) *Announcement of Results.* On the Special Meeting Date and immediately following the adjournment of the Special Meeting, ORI will issue a press release and file or furnish a Current Report on Form 8-K with the SEC to announce the results of the Special Meeting and the Offering, including the Purchase Price, the ORI 10-day VWAP, the Stock Discount Percentage and the total amount of subscriptions received, in each case as determined by the Calculation Agent or the Subscription Agent, as applicable.

(vi) *Closing Date.* On the Offering Closing Date (which shall be the next business day after the date of the Special Meeting), shares of Common Stock will be issued to each Participant whose Order Form, together with payment, has been properly completed, timely submitted and not revoked.

(b) Timing of the Offering. The exact timing of the commencement and completion of the Offering shall be determined by the Company and ORI in consultation with their respective representatives. The Company and ORI may consider a number of factors in determining the exact timing of the commencement of the Offering, including, but not limited to, their respective current and projected future earnings, local and national economic conditions and the prevailing market for stocks in general and stocks of insurance companies in particular. The Offering may be terminated by agreement of the Board of Directors of ECM and the Board of Directors of ORI at any time prior to the Special Meeting and at any time thereafter, without liability to any Person, subject to any necessary regulatory approval or concurrence.

(c) Manner of Exercising Subscription Rights in the Offering; Order Forms. Promptly after the Registration Statement has been declared effective by the SEC and the Commissioner has approved this Plan, ORI shall distribute or make available the Proxy Statement/Prospectus, together with Order Forms for the exercise of Subscription Rights in the Offering, to all Participants. The recipient of an Order Form will have, during the Subscription Period (with the exact termination date to be set forth in the Proxy Statement/Prospectus), to properly complete and execute the Order Form and deliver it, together with payment to ORI, the Company (as agent for ORI), or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus) in an amount equal to such subscriber's Subscription Amount. ORI and the Company may extend such period by such amount of time as they determine is appropriate, but in no event by more than 90 days without the prior approval of the Commissioner. Failure of any subscriber to deliver a properly executed Order Form to ORI, the Company (as agent for ORI) or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus), along with payment of the Subscription Amount for shares of Common Stock subscribed for, within the time limits prescribed, shall be deemed an irrevocable waiver and release by such Person of any rights to subscribe for or purchase shares of Common Stock. An Order Form will be deemed to have been "delivered" to ORI, the Company (as agent for ORI) or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus) when it is physically received at the address shown on the Order Form and not when it is deposited in the mail if the subscriber chooses to make delivery by mail. Failure of the U.S. Postal Service to deliver to ORI, the Company (as agent for ORI) or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus) any Order Form to the address shown on the Order Form shall also be deemed such a waiver and release. Order Forms, once tendered to ORI, the Company (as agent for ORI) or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus), shall not be revocable except to the extent that a revocation right is set forth in the Proxy Statement/Prospectus and Order Form.

(d) Authority to Reject Subscriptions. The Company and ORI shall have the absolute right, in their sole discretion and without liability to any Person, to determine which proposed subscribing Persons and which subscriptions and orders in the Offering meet the criteria provided in this Plan for eligibility to purchase Common Stock and the number of shares eligible for purchase by any Person, and to reject any Order Form that is (i) improperly completed or executed, (ii) not timely received, for whatever reason, (iii) not accompanied by the proper payment, or (iv) submitted by a Person whose representations ORI believes to be false or who it otherwise reasonably believes is, either alone, or acting in concert with others, violating, evading or circumventing, or intending to violate, evade or circumvent, the terms and conditions of this Plan or the Act. The Company and ORI may, but will not be required to, waive any irregularity on any Order Form or may require the submission of corrected Order Forms or the remittance of full payment for shares of Common Stock by such date as they may specify. The interpretation of the Subscription Agent, the Company and ORI of the terms and conditions of the Order Forms shall be final and conclusive, and ORI and the Company shall be free from liability to any Person on account of such action. Once ORI, the Company (as agent for ORI) or the Subscription Agent, as applicable, receives an Order Form with full payment, the order shall be deemed placed and will be irrevocable; provided, however, that no Order Form shall be accepted until the Registration Statement has been declared effective by the SEC and the Proxy Statement/Prospectus has been mailed or otherwise made available to the Persons entitled to Subscription Rights in the Offering, and any Order Form received prior to that time shall be rejected and no sale of Common Stock shall be made in respect thereof.

(e) Reasonable Efforts. ORI shall make reasonable efforts to comply with the securities laws of all jurisdictions in the United States in which Persons entitled to subscribe reside. However, ORI has no obligation to offer or sell shares to any Person under this Plan if such Person resides in a foreign country or in a jurisdiction of the United States with respect to which (i) the grant of Subscription Rights or the offer or sale of shares of Common Stock in the Offering to such Persons would require ORI or its directors, officers or employees, under the laws of such jurisdiction, to register as a broker or dealer, salesman or selling agent or to register or otherwise qualify the Common Stock for sale in such jurisdiction, or ORI would be required to qualify as a foreign corporation or file a consent to service of process in such jurisdiction, or (ii) such registration or qualification in the judgment of ORI would be impracticable or unduly burdensome for reasons of cost or otherwise.

8. PAYMENT FOR COMMON STOCK; REFUNDS

(a) Payment. Payment for all shares of Common Stock subscribed for must be received in full and collected by ORI (or by the Company or the Subscription Agent, each as agent for ORI), together with a properly completed and executed Order Form, indicating thereon the total dollar Subscription Amount and such other information as may be required thereon. All subscription payments made by wire, check, bank draft or money order shall be payable to ORI (or the Company, as agent for ORI). All subscription payments will be deposited by ORI in an escrow account at a bank designated by ORI and the Company. The subscription payment shall be such subscriber's Subscription Amount expressed as a dollar amount and the number of shares of Common Stock that such Subscription Amount

purchases will be determined in accordance with Section 8(b). Such payment shall be made by wire, check, bank draft or money order or other means acceptable to ORI at the time the Order Form is delivered to ORI, the Company (as agent for ORI) or the Subscription Agent (with the recipient set forth in the Proxy Statement/Prospectus).

(b) Shares Issued to Subscribers; Refunds. Subject to the provisions of this Plan concerning oversubscription and the right to reject, in whole or in part, subscriptions from subscribers, the number of whole shares of Common Stock to be sold to each subscriber will be equal to the whole number nearest to but not exceeding the quotient of such subscriber's Subscription Amount divided by the Purchase Price (as such Purchase Price may be adjusted in the manner provided in this Plan and in the illustration attached hereto as Exhibit "B" in the event that the Aggregate Discount Value exceeds the ADV Cap). No fractional shares will be issued. A refund will be made to such subscriber equal to the difference, if any, between (i) such subscriber's Subscription Amount and (ii) the Purchase Price multiplied by the whole number of shares sold to such subscriber as described in the preceding sentence. No interest will be paid on any portion of a subscriber's Subscription Amount, including any refund.

(c) Shares Non-assessable. Each share of Common Stock issued in the Offering shall be fully paid and non-assessable upon payment in full of the Purchase Price.

9. CONDITIONS TO THE OFFERING.

Consummation of the Offering is subject to (i) the receipt of all required federal and state approvals for the issuance of Common Stock in the Offering, (ii) approval and adoption of this Plan and of the Converted ECM Articles by the affirmative vote of at least two-thirds (2/3) of the votes cast at the Special Meeting by Eligible Members, voting in person or by proxy, as provided in Section 913-A of the Act, (iii) the satisfaction or waiver of all of the conditions precedent for the completion of the Acquisition pursuant to the terms of the Agreement, and (iv) the sale in the Offering of such dollar amount of shares of Common Stock which together with the Cash Contribution Fund (if applicable) equal at least the Minimum of the Valuation Range.

10. CONSUMMATION OF THE CONVERSION.

(a) Manner of Completion of Conversion. On the Effective Date, the Conversion shall be completed in the following manner: (i) the Company shall take such actions as necessary to complete the merger of Ever-Greene Mutual Insurance Company with and into the Company; (ii) the Company shall file with the Commissioner the minutes of the meeting at which this Plan was approved and adopted by the Eligible Members of ECM, along with the Converted ECM Articles and the bylaws of Converted ECM; (iii) the Company shall file with the office of the Secretary of State of the Commonwealth of Pennsylvania the Converted ECM Articles, and (iv) Converted ECM shall issue and sell to Buyer all of the authorized shares of capital stock of Converted ECM pursuant to the Agreement, and the shares of Common Stock for which subscriptions are accepted in the Offering shall be issued and sold by ORI.

(b) Effect of Conversion. On the Effective Date, without further action by ECM following the filing of the Converted ECM Articles with the office of the Secretary of State of the Commonwealth of Pennsylvania, ECM shall be converted into Converted ECM pursuant to the Act and shall become a wholly owned subsidiary of ORI. In accordance with the provisions of Section 920-A of the Act, upon the completion of the Conversion: (i) the corporate existence of ECM shall be continued in Converted ECM, (ii) all of the rights, assets, franchises, and interests of ECM in and to every species of property, real, personal, and mixed, and any accompanying things in action, shall be vested in Converted ECM without any deed or transfer; and (iii) Converted ECM shall assume all the obligations and liabilities of ECM.

(c) Effect of Approval of Plan. By approving this Plan, the members of ECM shall have approved all of the transactions contemplated by this Plan, including without limitation, the adoption of the Converted ECM Articles pursuant to Section 913-A(h) of the Act, the Conversion, and the Acquisition. The approval by the Commissioner of this Plan shall be deemed to include and constitute the approval by the Commissioner of all of the transactions described or incorporated by reference herein.

(d) Exhibits. Prior to completion of the Conversion, the form of the exhibits to this Plan may be revised in accordance with the Act, the Pennsylvania Business Corporation Law, and the provisions and limitations for amending this Plan under Section 14. Each of the exhibits to this Plan is hereby incorporated by reference into this Plan and made a part hereof.

(e) The ECM Foundation. Following the Effective Date, ECM intends to establish and capitalize a foundation with funding of \$5,000,000.00 from the proceeds of the Acquisition with the general mission of supporting the farm community that ECM serves. Randy F. Shaw shall administer the foundation in accordance with its terms.

(f) ECM Employee Bonus Pool Fund. As provided for in the Agreement, promptly following the consummation of the Acquisition, ECM intends to pay from the proceeds of the Acquisition a cash incentive bonus to all ECM full and part-time employees (excluding ECM Managers, as defined above) who are then employed by ECM, in an aggregate amount equal to \$1,000,000.00 (less all applicable withholding taxes), as incentive for such employees to continue to exert their best efforts on behalf of the Company following the Acquisition. The Company CEO, or in his absence, ECM's Board of Directors, will deliver to ORI on or prior to the Effective Date a written schedule of the payments to be made, subject to all applicable withholding.

(g) Management Retention Agreements/Participation in ORI Benefit Plans. As provided for and subject to the terms and conditions in the Agreement, in order to incentivize the ECM Managers to remain employed with Buyer following the consummation of the Acquisition, Buyer shall enter into Employee Retention Agreements

with the ECM Managers that (i) specify the starting annual salary, (ii) provide for, among other things, (A) cash retention bonus payments to certain ECM Managers, (B) the issuance of ORI restricted stock unit awards to all of the ECM Managers that vest over three (3) years, and (C) severance for all ECM Managers in the event of a separation of employment under certain circumstances prior to the third anniversary of the Effective Date, and (iii) confirm that the ECM Managers shall be eligible to participate in ORI equity-based and cash-based incentive plans and such other benefits as may be made available to all ORI executives from time to time.

(h) Advisory Board. As provided for and subject to the terms and conditions in the Agreement, there shall be established an advisory board (the “Advisory Board”) to advise and provide general, non-binding policy advice to the board of directors of ECM following the Effective Date. All individuals who were directors of ECM on the Eligibility Record Date and the Effective Date shall serve on the Advisory Board. Members of the Advisory Board shall serve until the fifth anniversary of the Effective Date or their earlier death, retirement or resignation, and shall be entitled to receive a fixed annual compensation in an amount equal to the cash board membership fee received by the members of the ORI board of directors in 2025.

(i) Incorporation of Stock Purchase Agreement by Reference Agreement. The Agreement is fully incorporated by reference into this Plan and made part hereof, and to the extent a provision in the Agreement conflicts with the terms of this Plan, the provision in the Agreement shall control.

11. REQUIREMENT FOR STOCK EXCHANGE LISTING.

Prior to the Effective Date, ORI shall, if required by the applicable listing requirements, cause the shares of Common Stock to be issued in the Offering to be approved for listing by the New York Stock Exchange, subject to official notice of issuance.

12. RESTRICTIONS ON TRANSFER OF COMMON STOCK.

All shares of the Common Stock that are purchased in the Offering shall be transferable without restriction, except to the extent that such transfer is restricted by law, including state and federal securities laws and regulations thereunder.

13. EFFECT OF CONVERSION ON EXISTING POLICIES AND MEMBERSHIP INTERESTS.

All policies of insurance issued by ECM in force on the Effective Date shall continue to remain in force under the terms of the policies upon and following the Conversion, except that, to the extent that they existed in ECM, any voting rights of the policyholders provided under such policies, any right to share in the surplus of ECM (unless such right is expressly provided for under the provisions of such policy), and any assessment provisions provided for under such policies, shall be extinguished on the Effective Date of the Conversion

Except as provided in the next sentence, the holders of participating policies of insurance issued by ECM in effect on the Effective Date of the Conversion, if any, shall continue to have a right to receive dividends as provided in the participating policies, if any. Except for (i) life policies issued by ECM, if any, (ii) guaranteed renewable accident and health policies issued by ECM, if any, and (iii) guaranteed renewable, non-cancelable accident and health policies issued by ECM, if any, upon the renewal date of a participating policy issued by ECM, ECM may issue the insured a nonparticipating policy as a substitute for the participating policy. Section 914-A(a)(ii) and (iii) of the Act requires that this Plan provide as set forth in the two immediately preceding sentences. ECM does not have and will not have on the Effective Date in force any policy described in such two sentences.)

Any voting and other membership rights of any member, including any right to share in the surplus of ECM, whether provided under ECM's articles of incorporation, bylaws, the Act or otherwise, shall be extinguished on the Effective Date of the Conversion.

14. AMENDMENT OR TERMINATION.

This Plan may be substantively amended at any time before approval of this Plan by the Commissioner or by the Board of Directors of ECM as a result of comments from regulatory authorities or otherwise; provided that neither Buyer nor ORI shall not be bound by any such amendment to which ORI shall not have consented in writing. This Plan may be terminated by agreement of the Boards of Directors of ECM and ORI and otherwise as provided in the Agreement at any time prior to approval of this Plan by the Commissioner and at any time thereafter, subject to the Act and any necessary regulatory approval or concurrence. This Plan shall terminate if the Conversion and Acquisition is not consummated within 120 days after the date of the Special Meeting or otherwise as provided in the Agreement.

15. INTERPRETATION.

References herein to provisions of federal and state law shall in all cases be deemed to refer to the provisions of the same which were in effect at the time of adoption of this Plan by the Board of Directors of ECM and any subsequent amendments to such provisions. All interpretations of this Plan and application of its provisions to particular circumstances by a majority of the Board shall be final; provided that neither Buyer nor ORI shall not be bound by any such interpretation to which ORI shall not have consented in writing.

EXHIBIT “A”

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
ECM INSURANCE COMPANY**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF ECM INSURANCE COMPANY**

FIRST. The name of the Corporation is ECM Insurance Company.

SECOND. The location and post office address of the registered office of the Corporation in this Commonwealth is Snake Spring Township, Along Route 30, Bedford, PA 15537.

THIRD. The Corporation is incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988 (“PABCL”). The purpose of the Corporation is, and it shall have unlimited power, to engage in and to perform any lawful act concerning, any and all lawful business for which company may be incorporated under the PABCL.

FOURTH. The term of the Corporation's existence is perpetual.

FIFTH. The aggregate number of shares of capital stock which the company shall have authority to issue is 1,000,000 shares of common stock, with a par value of \$3.00 per share. Any or all classes of shares of the Corporation, or any part thereof, may be represented by uncertificated shares to the extent determined by the Board of Directors, except that shares represented by a certificate that is issued and outstanding shall be represented thereby until the certificate is surrendered to the Corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner of such shares a written notice required by Section 1528(f) of the Pennsylvania Business Corporation Law.

SIXTH. Each holder of record of Common Stock shall have the right to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. No shareholder shall be entitled to cumulate any votes for the election of directors.

SEVENTH. No holder of any class of capital stock of the Corporation shall have preemptive rights, and the Corporation shall have the right to issue and to sell to any person or persons any shares of its capital stock or any option, warrant or right to acquire capital stock, or any securities having conversion or option rights, without first offering such shares, rights or securities to any holder of any class of capital stock of the Corporation.

EIGHTH. The management, control and government of the Corporation shall be vested in a board of directors consisting of not less than seven (7) members in number, as fixed by the board of directors of the Corporation from time to time.

NINTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation in the manner now or hereafter prescribed by statute and all rights conferred upon shareholders and directors herein are hereby granted subject to this reservation.

IN WITNESS WHEREOF, a duly authorized officer of the Company has signed these amended and restated Articles of Incorporation this day _____, 202_.

Randy F. Shaw, President & CEO

EXHIBIT “B”

ILLUSTRATIVE EXAMPLE OF STOCK DISCOUNT PERCENTAGE

EMC Preliminary Appraised Value	
Minimum of the Valuation Range (\$000)	\$153,000
Assumed Appraised Value (\$000)	\$180,000
Maximum of the Valuation Range (\$000)	\$207,000
Offering Size (\$000)	
Maximum of the Valuation Range (\$000)	\$207,000
ORI Stock Discount Percentage	35.00%
ADV Cap (\$000)	\$88,714
Maximum Share Amount	7,180,997
30% Discount	\$12.3540
Stock Assumptions	
Assumed ORI 10-day VWAP	\$41.1801
Stock Discount per Share (up to ADV Cap)	\$14.4130
Discounted Stock Price (up to ADV Cap)	\$26.7671

ECM Stock Discount Illustration

Take-up % of Max	Aggregate Subscription Amount	ORI 10-Day VWAP	Stock Discount %	Discount Value per Share	Discounted Stock Price	Number of Shares Issued	Aggregate Discount Value
0.0%	\$0.00	\$41.1801	35.00%	\$14.4130	\$26.7671	-	\$0
1.0%	\$2,070.00	\$41.1801	35.00%	\$14.4130	\$26.7671	77,334	\$1,115
2.0%	\$4,140.00	\$41.1801	35.00%	\$14.4130	\$26.7671	154,668	\$2,229
3.0%	\$6,210.00	\$41.1801	35.00%	\$14.4130	\$26.7671	232,001	\$3,344
4.0%	\$8,280.00	\$41.1801	35.00%	\$14.4130	\$26.7671	309,335	\$4,458
5.0%	\$10,350.00	\$41.1801	35.00%	\$14.4130	\$26.7671	386,669	\$5,573
6.0%	\$12,420.00	\$41.1801	35.00%	\$14.4130	\$26.7671	464,003	\$6,688
7.0%	\$14,490.00	\$41.1801	35.00%	\$14.4130	\$26.7671	541,337	\$7,802
7.5%	\$15,525.00	\$41.1801	35.00%	\$14.4130	\$26.7671	580,004	\$8,360
8.0%	\$16,560.00	\$41.1801	35.00%	\$14.4130	\$26.7671	618,670	\$8,917
9.0%	\$18,630.00	\$41.1801	35.00%	\$14.4130	\$26.7671	696,004	\$10,032
10.0%	\$20,700.00	\$41.1801	35.00%	\$14.4130	\$26.7671	773,338	\$11,146
11.0%	\$22,770.00	\$41.1801	35.00%	\$14.4130	\$26.7671	850,672	\$12,261
12.0%	\$24,840.00	\$41.1801	35.00%	\$14.4130	\$26.7671	928,006	\$13,375
13.0%	\$26,910.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,005,340	\$14,490
14.0%	\$28,980.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,082,673	\$15,605
15.0%	\$31,050.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,160,007	\$16,719
16.0%	\$33,120.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,237,341	\$17,834
17.0%	\$35,190.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,314,675	\$18,948
18.0%	\$37,260.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,392,009	\$20,063
19.0%	\$39,330.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,469,342	\$21,178

Take-up % of Max	Aggregate Subscription Amount	ORI 10-Day VWAP	Stock Discount %	Discount Value per Share	Discounted Stock Price	Number of Shares Issued	Aggregate Discount Value
20.0%	\$41,400.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,546,676	\$22,292
25.0%	\$51,750.00	\$41.1801	35.00%	\$14.4130	\$26.7671	1,933,345	\$27,865
30.0%	\$62,100.00	\$41.1801	35.00%	\$14.4130	\$26.7671	2,320,014	\$33,438
35.0%	\$72,450.00	\$41.1801	35.00%	\$14.4130	\$26.7671	2,706,683	\$39,012
40.0%	\$82,800.00	\$41.1801	35.00%	\$14.4130	\$26.7671	3,093,352	\$44,585
45.0%	\$93,150.00	\$41.1801	35.00%	\$14.4130	\$26.7671	3,480,021	\$50,158
50.0%	\$103,500.00	\$41.1801	35.00%	\$14.4130	\$26.7671	3,866,690	\$55,731
55.0%	\$113,850.00	\$41.1801	35.00%	\$14.4130	\$26.7671	4,253,360	\$61,304
60.0%	\$124,200.00	\$41.1801	35.00%	\$14.4130	\$26.7671	4,640,029	\$66,877
65.0%	\$134,550.00	\$41.1801	35.00%	\$14.4130	\$26.7671	5,026,698	\$72,450
70.0%	\$144,900.00	\$41.1801	35.00%	\$14.4130	\$26.7671	5,413,367	\$78,023
75.0%	\$155,250.00	\$41.1801	35.00%	\$14.4130	\$26.7671	5,800,036	\$83,596
80.0%	\$165,600.00	\$41.1801	34.88%	\$14.3652	\$26.8150	6,175,657	\$88,714
85.0%	\$175,950.00	\$41.1801	33.52%	\$13.8034	\$27.3767	6,426,992	\$88,714
90.0%	\$186,300.00	\$41.1801	32.26%	\$13.2839	\$27.8962	6,678,327	\$88,714
95.0%	\$196,650.00	\$41.1801	31.09%	\$12.8021	\$28.3780	6,929,662	\$88,714
100.0%	\$207,000.00	\$41.1801	30.00%	\$12.3540	\$28.8261	7,180,997	\$88,714