

MEMBER INFORMATION STATEMENT

RELATING TO THE

PROPOSED REORGANIZATION PLAN

OF

GRANGE INSURANCE ASSOCIATION

Dated [•], 2025

No Person has been authorized to give any information or to make any representations other than, or inconsistent with, those expressly contained in this Member Information Statement, with all Annexes hereto, in connection with the Reorganization Plan referenced herein, and any such information or representation, if given or made, must not be relied upon as having been authorized by Grange Insurance Association (“GIA”) or any other Person representing GIA. The delivery of this Member Information Statement shall not under any circumstances create an implication that there have not been any changes in the affairs of GIA since the date hereof or that the information herein is correct as of any time subsequent to its date.

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INTRODUCTION

This Member Information Statement is being provided to Members of GRANGE INSURANCE ASSOCIATION (“**GIA**” or the “**Company**”) in connection with the Special Meeting of the Members of GIA to be held on [•] at 10:00 a.m. local time, at the Company’s offices located at 200 Cedar St., Seattle, WA 98121, and any postponement or adjournment thereof (the “**Special Meeting**”), at which the Eligible Members of GIA will be asked to vote on the proposal to change the structure of GIA, from its current form as a fraternal mutual insurance company to that of a stock insurance company indirectly owned and controlled by a mutual insurance holding company pursuant to Chapter 9 of the Washington Insurance Code. Capitalized terms used in this Member Information Statement are defined where first used herein or under the heading “CERTAIN DEFINITIONS” at page [•] of this Member Information Statement.

The proposal described herein is based upon a reorganization plan (the “**Reorganization Plan**”) providing for the reorganization of GIA unanimously approved by the Board of Directors of GIA (the “**Board**”) on December 10, 2024, a copy of which is attached hereto as Annex A, together with all exhibits thereto. The Insurance Commissioner of the State of Washington (the “**Insurance Commissioner**”) [held a public hearing regarding the Reorganization Plan on [•], 2025 and subsequently] approved the Reorganization Plan on [•], 2025. The Insurance Commissioner approved the Reorganization Plan after being satisfied that the Reorganization Plan properly protects the interests of the Policyholders of GIA, and that the reorganization of GIA is fair and equitable to its Policyholders. *The approval of the Insurance Commissioner is not an endorsement of the Reorganization Plan or a recommendation by the Insurance Commissioner to Eligible Members to vote in favor of the Reorganization Plan.*

The Reorganization Plan will not take effect unless and until it has been approved by no less than two-thirds (2/3) of the Eligible Members of GIA (the “**Requisite Vote**”) and until certain other conditions described under the heading “CONDITIONS TO CLOSING OF REORGANIZATION” on page 22 of this Member Information Statement have been satisfied.

FREQUENTLY ASKED QUESTIONS

Below are brief answers to frequently asked questions about the proposed Reorganization of GIA by forming a mutual insurance holding company (referred to as the “**mutual holding company**”) and converting GIA into a stock insurance company (the “**Reorganization**”). You should carefully review the summary information about the proposed Reorganization that follows below, and the more detailed discussion contained in this Member Information Statement.

1. What changes are being proposed for the Company?

The Board of Directors of GIA is proposing that the Company form a mutual holding company structure pursuant to which GIA will convert from a mutual insurance company to a stock insurance company. Unlike a demutualization, this reorganization will preserve the mutual nature of GIA. Under this proposed new structure, GIA would convert to a stock insurance company (“**Converted GIA**”) and become an indirect wholly owned subsidiary of a newly organized mutual holding company which would be controlled by the Policyholders insured by Converted GIA. On the Effective Date of the Reorganization, GIA’s Policyholders (who are also its Members) would no longer be Members of GIA and would instead automatically become Members of the new mutual holding company. The Member Rights in the new mutual holding company will be substantially the same as their Member Rights in GIA prior to the completion of the effectiveness of the Reorganization. The insurance Policies currently issued by GIA would remain in-force and would become obligations of Converted GIA. Additionally, following the Effective Date all of Granwest Property & Casualty’s (“**GPC**”) Policyholders will become Members of the newly organized mutual holding company at the time a new policy is issued or a currently existing policy

is renewed. The Reorganization would occur in accordance with the Reorganization Plan, which has been unanimously approved by the Board of Directors of GIA and has been approved by the Insurance Commissioner.

2. What is a mutual holding company? Have other mutual insurance companies adopted this form of organization?

A mutual holding company is a legal entity organized under state insurance law to serve as the parent company (i.e., the controlling shareholder) of an insurance company that has been converted from a mutual insurance company to a stock insurance company. In the mid-1990s, mutual insurance holding companies began to appear in the insurance laws of various states as a means for a mutual insurance company to address certain disadvantages of the mutual insurance company organization form. The authorized mutual holding company conversion procedures allow a mutual insurance company to convert to a stock insurance company while still preserving policyholder ownership and control of the enterprise. Mutual insurance holding companies were first made available under Washington law in 2023. Many large property and casualty and life insurance companies have adopted, and continue to operate in, the mutual holding company structure and several of our competitors including Liberty Mutual, American Family Insurance Group, Mutual of Enumclaw, United Heritage Property & Casualty Company, Amerisure Mutual Insurance Company and Frankenmuth Insurance have reorganized into mutual holding company structures.

3. Will this Reorganization impact the “fraternal” nature of Converted GIA?

Pursuant to the Fraternal Membership Agreement among GIA and the Granges, Members of GIA are “supportive members” of the National Grange and the State Granges of the states shown on the addresses of the applicable Member’s Policies and as such are fraternal members of such Granges. Through this relationship with the Granges, GIA, whose Members are members of a fraternal entity by virtue of their Policies with GIA, is exempt from a 2% Washington state tax that would otherwise be imposed on premiums written in the State of Washington. Upon the completion of the Reorganization, the Fraternal Membership Agreement is expected to end as Converted GIA will no longer be exempt from the 2% Washington state tax imposed on premiums written in the State of Washington, and Converted GIA will enter into a licensing agreement with the National Grange with respect to the continued use of the grange name. As such, the Members of Converted GIA will lose their status as “supportive members” of the National Grange and the Granges of the states shown on the address of the applicable Policyholders’ Policies. See – **“POTENTIAL CONSIDERATIONS AND RISK FACTORS – Loss of Fraternal Status.”**

4. What are the current rights of Policyholders of GIA, and how would the proposed Reorganization affect those rights?

Policyholders of GIA have two types of interests in GIA: (a) contract rights arising from their insurance Policies with GIA and (b) voting rights and rights to receive Member distributions from GIA arising from their status as a Member of GIA.

Insurance Policy Contract Rights. The rights of Policyholders of GIA under their existing Policies, including insurance coverage, claims payments, and premiums will not change as a result of the Reorganization. All insurance Policies issued by GIA will continue uninterrupted as contractual obligations of Converted GIA.

Membership Interests. On the Effective Date of the Reorganization, Members of GIA will cease being Members of GIA and will instead become Members of the new mutual holding company, Granwest Mutual Holding Company and will be entitled to rights as members of Granwest Mutual

Holding Company that are comparable to the Members' interests that they now have in GIA. As members of Granwest Mutual Holding Company they will be entitled to (a) Member voting rights and (b) rights to receive certain distributions from Granwest Mutual Holding Company.

5. Will anyone other than the Companies' current Policyholders become members of the new mutual holding company?

At the time of the completion of the Reorganization, the members of Granwest Mutual Holding Company will consist only of those Persons who were Members of GIA immediately before the Reorganization. Following the completion of the Reorganization, Persons who (i) subsequently acquire insurance policies issued by Converted GIA or (ii) become the owner of one (1) or more Policies issued, renewed, or assumed by any direct or indirect insurance company subsidiary of the Company that has been designated by the Board to offer Membership Rights to its Policyholders (a "**Designated Subsidiary**") will automatically become members of Granwest Mutual Holding Company. The Board of Directors has designated GPC a Designated Subsidiary, and as such any person who is issued or renews a policy with GPC following the Effective Date will be a Member of the Company. In addition, were Granwest Mutual Holding Company to acquire another mutual insurance company in the future, it is possible that the members of the acquired mutual insurer could become members of Granwest Mutual Holding Company as part of the acquisition. However, there are no plans for any such acquisition contemplated at this time.

6. How will the proposed Reorganization benefit the Company and its Policyholders?

The Board believes that the Reorganization of the Company is desirable at the present time and will enhance the Company's ability to grow and respond to the challenges and opportunities that the Company, and the property and casualty insurance industry in general, currently faces and may face in the future, while still preserving the mutual Membership Interests of our Policyholders. Specifically, the Board believes the new mutual holding company structure will benefit both the Company and its Policyholders by: (a) giving the Company the opportunity to pursue geographic expansion through subsidiary insurance companies while maintaining a mutual company structure and culture; (b) enhancing the Company's ability to acquire and grow non-insurance businesses; (c) enhancing the Company's ability to pursue mergers with and acquisitions of other mutual insurance companies or mutual insurance holding companies; and (d) providing the ability of the Company to seek enhanced access to capital and other forms of corporate financing. The Board however has no current plans to initiate any of the transactions or initiatives described above but implementing the mutual holding company structure would allow the Company to act upon such opportunities should they arise.

7. Has the Board approved the proposed Reorganization, and does it have a recommendation for GIA's Members on voting?

After careful consideration and thorough deliberation in a series of meetings over the past twenty-four months, the Board has unanimously approved the Reorganization Plan and the transactions contemplated thereby. Accordingly, the Board unanimously recommends that the Eligible Members of GIA vote "**FOR**" the Reorganization Plan at the Special Meeting.

8. Did the Board consider other alternatives to the Reorganization?

The Board considered, but declined to pursue, other alternatives to the proposed Reorganization, including retaining the status quo of the Company's current structures and a full demutualization of the Company. After due consideration, the Board determined that the Reorganization best fit the Company's needs at this time. In addition, the Reorganization does not involve any changes to the existing insurance company status, workforce, operations, independent insurance agent distribution, sales and servicing relationships, or office

locations of the Company and its subsidiaries, and the Board has no current plans to make any such changes after the Reorganization.

9. Will GIA be regulated differently if the Reorganization is completed?

GIA is currently regulated by the Insurance Commissioner. After the Reorganization, Converted GIA will continue to be regulated by the Insurance Commissioner, and Granwest Mutual Holding Company and the Granwest Intermediate Holding Company will also be subject to the Insurance Commissioner's oversight. Other than operating through this multi-tiered company structure (Granwest Mutual Holding Company as the parent of Grange Intermediate Holding Company which in turn will be the parent of Converted GIA), instead of the current structure, the regulatory oversight will be substantially the same.

10. Do Converted GIA or Granwest Intermediate Holding Company plan to issue stock following the proposed Reorganization?

In the proposed Reorganization, 100% of the stock of Converted GIA will be issued to Granwest Intermediate Holding Company and 100% of the stock of Granwest Intermediate Holding Company will be issued to Granwest Mutual Holding Company. In addition, following the proposed Reorganization, 100% of the stock of GPC will continue to be owned by Converted GIA. Other than as described above, the Companies do not have any current plans to cause any of their affiliates to issue stock after the proposed Reorganization.

However, one of the advantages of the proposed Reorganization is that Granwest Intermediate Holding Company will be able to raise capital in the future through the sale to investors of up to 49% of its voting stock and sales of its non-voting stock in response to changed circumstances or new opportunities. Washington law however requires that at all times the majority of voting stock of Granwest Intermediate Holding Company be owned by Granwest Mutual Holding Company, which will ultimately be controlled by its Members who will also be the Policyholders of Converted GIA (and potentially other converted mutual insurers that may be acquired in the future). Note that the initial sale of voting stock to a party outside of the Granwest Mutual Holding Company system may only be done with the prior approval of the Insurance Commissioner.

11. Will the proposed Reorganization result in any changes in the composition of GIA's directors or officers?

No. The proposed Reorganization will not result in any changes in the composition of GIA's directors or officers.

12. Do any members of the Company's board or any of their officers have any plans to purchase or acquire securities of any of the affiliated companies?

No members of the Board of Directors or officers of GIA nor any members or of the proposed boards of directors or officers of Granwest Mutual Holding Company or Granwest Intermediate Holding Company have any current intention to purchase or acquire any securities of Granwest Mutual Holding Company or any of its affiliated companies within three years of the Effective Date of the Reorganization.

13. Are there any potential disadvantages or risks in adopting the proposed mutual holding company structure?

There are potential disadvantages and risks associated with the proposed Reorganization. These risks include, among others, the possibility that: the Company will not grow more efficiently or cost-effectively

as part of a mutual holding company structure; potential acquisition opportunities may not materialize following the Reorganization; the voting rights of the Members of Granwest Mutual Holding Company who are Members as a result of their status as Members of Converted GIA would be diluted due to the granting of Membership Interests to the policyholders of Designated Subsidiaries and if in the future Granwest Mutual Holding Company acquires another mutual insurance company or mutual insurance holding company system whose members become Members of Granwest Mutual Holding Company; or the value of the shares of Converted GIA held indirectly by Granwest Mutual Holding Company may be diluted through the issuance of additional shares of Granwest Intermediate Holding Company at some later date.

In addition, Washington State law provides that insurers authorized under Washington law are subject to a 2% premium state tax on the amount of insurance premiums allocable to Washington. Fraternal mutual insurers such as GIA are, however, exempt from such tax. Following the Reorganization, Converted GIA will no longer be exempt from the 2% Washington state tax imposed on premiums written in the State of Washington, which in turn would have a negative financial impact on the cost of the Company's operations. See – **"POTENTIAL CONSIDERATIONS AND RISK FACTORS – Loss of Fraternal Status."**

14. What approvals are required before the Company can complete the proposed Reorganization?

Following the approval of the Reorganization Plan by the Board of GIA, as required under the laws of the State of Washington, the Reorganization Plan was approved on [•], 2025 by the Insurance Commissioner. Additionally, Washington law requires that the Reorganization Plan be approved by not less than two-thirds (2/3) of GIA's Eligible Members who are present and voting in person or by proxy at the Special Meeting. However, the Board may withdraw the Reorganization Plan and forego the Reorganization at their discretion at any time prior to the Effective Date even if the Requisite Vote has been provided by the Eligible Members.

15. How will the corporate structure of the Company change as a result of the Reorganization?

In the proposed Reorganization, GIA will be reorganized into Converted GIA, a Washington stock insurance company. Under the Reorganization Plan, Granwest Mutual Holding Company will be formed to hold all of the capital stock of Granwest Intermediate Holding Company, which will own all of the capital stock of Converted GIA, which will continue to own all of the capital stock of GPC. See below under the heading **"THE REORGANIZATION—Description of the Reorganization"** for organizational charts showing the structure of GIA before and after the Reorganization.

16. When will the proposed Reorganization be completed, if all its conditions are satisfied?

Provided the Reorganization Plan is approved by the Eligible Members of GIA at the Special Meeting, it is expected that the Reorganization will be completed and effective on [•].

17. How can I vote on the Reorganization Plan?

Eligible Members of GIA are being asked to vote on the Reorganization Plan at the Special Meeting to be held at 10:00 a.m. local time on [•], at the Company's offices located at 200 Cedar St., Seattle, WA 98121. You can vote in person at the applicable Special Meeting, by proxy online at [•] or by mailing to the Company your completed proxy card in the envelope provided with this Member Information Statement. Only those proxies received by the Company online or by mail on or before the close of business on [•], will be included in the total vote count, which will be performed at the Special Meeting.

Submitting a proxy online or by mail will not prevent a Member of GIA from attending the Special Meeting and voting in person. If you attend the Special Meeting and vote in person, any previously submitted proxy will be deemed revoked and not be counted.

18. What will happen to the Company if the Reorganization Plan is not approved by the Eligible Members of GIA?

If less than the two-thirds (2/3) of the Eligible Members of GIA present and voting in person or by proxy at the Special Meeting vote to approve the Reorganization Plan then the Reorganization Plan will not become effective. In such case, the existing rights of Members of GIA will remain as they currently exist. Members of GIA, would retain their existing Contract Rights arising from their insurance Policies with GIA and voting rights and rights to receive Member distributions from GIA arising from their status as Members of GIA.

19. What will happen if I do not vote to approve the Reorganization Plan?

If you vote against the Reorganization or abstain from voting for the Reorganization but two-thirds (2/3) of the Eligible Members of GIA present and voting in person or by proxy at the Special Meeting vote to approve the Reorganization Plan, you will still become a Member of Granwest Holding Company and your existing insurance Policies will continue uninterrupted as contractual obligations of Converted GIA until the termination of those Policies. Members of GIA will not be afforded any dissenters rights as a result of their dissenting vote because their Members Interests will continue in Granwest Mutual Holding Company and will be substantially the same as their current Members Interests in GIA. As there is no cash value ascribed to such Members Interests, a dissenting Member will not be entitled to any dissenting rights under the Washington Insurance Code. Eligible Members of GIA, or following the Reorganization Granwest Mutual Holding Company, will be eligible for dissenters rights only in the event that GIA, or Granwest Mutual Holding Company following the Reorganization, demutualizes under a plan of demutualization approved by the Insurance Commissioner.

20. Will I be entitled to a distributive share of the Company's assets in connection with the Reorganization?

You will not be entitled to any distribution rights under §48.09.360 of the Revised Code of Washington as a result of the Reorganization because the Reorganization does not involve a liquidation or full demutualization and, accordingly, the Company will not be distributing its assets as a result of the Reorganization.

21. What should I do if I have other questions about the proposed Reorganization?

If your question is not answered in these frequently asked questions or in the following summary of the Reorganization Plan, please see below under the heading **“HOW TO OBTAIN ADDITIONAL INFORMATION ABOUT THE REORGANIZATION.”**

THE REORGANIZATION

A mutual insurance holding company is a legal entity organized under state law to serve as the parent company (*i.e.*, the controlling shareholder) of an insurance company that has been reorganized from a mutual insurance company to a stock insurance company. In the mid-1990s, mutual insurance holding company form of organization began to appear in the laws of various states as a means for a mutual insurance company to address certain disadvantages of the mutual insurance company organizational form by reorganizing into a stock company, while still preserving policyholder ownership and control of the enterprise. Prior to the adoption of mutual insurance holding company laws, the only means for a mutual insurance company to gain the flexibility and competitive advantages of a stock company was to “demutualize,” *i.e.*, convert from a mutual company to a stock company owned up to 100% by outside investors. In December of 1998, the Mutual Holding Company Working Group of the Financial Condition Subcommittee of the National Association of Insurance Commissioners issued a comprehensive “white paper,” discussing the rationale for the mutual insurance holding company form of organization as compared to existing alternatives, comparing existing state laws, and setting forth certain recommendations for future state regulation of mutual holding companies, among other topics. Mutual insurance companies were first permitted to convert into mutual insurance holding company systems under Washington law in 2023. Today, thirty-six (36) states (including Washington) and the District of Columbia have laws authorizing the formation of mutual insurance holding companies and many life and property and casualty insurance organizations in the United States have adopted, and continue to operate in, the mutual insurance holding company structure.

Description of the Reorganization

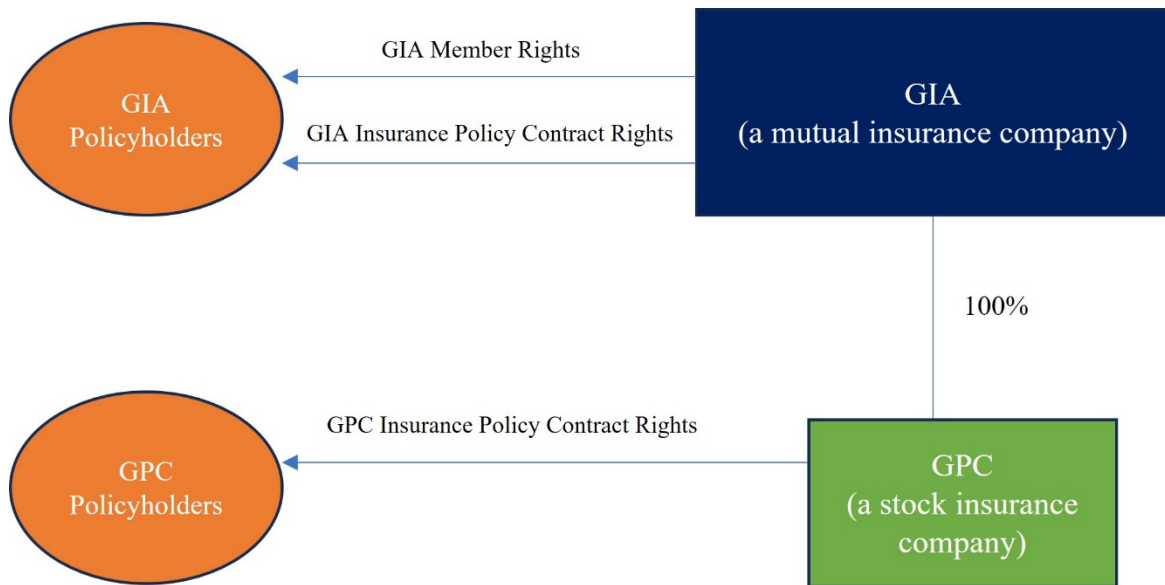
On or before the Effective Date, GIA will form a new Washington mutual insurance holding company known as Granwest Mutual Holding Company. It will also form a new intermediate stock holding company known as Granwest Intermediate Holding Company. On the Effective Date, GIA will convert to, and continue its corporate existence as, a Washington stock insurance company (Converted GIA). The Membership Interests of GIA’s Policyholders will be extinguished in exchange for Membership Interests in Granwest Mutual Holding Company.

A summary of the effect of the Reorganization on the Insurance Policy Contract Rights and Membership Interests of policyholders is found under the heading **“EFFECTS OF THE REORGANIZATION—*Effect On Insurance Policy Contract Rights and Membership Interests of the Company’s Members/Policyholders*”** on pages 12 through 14 of this Member Information Statement.

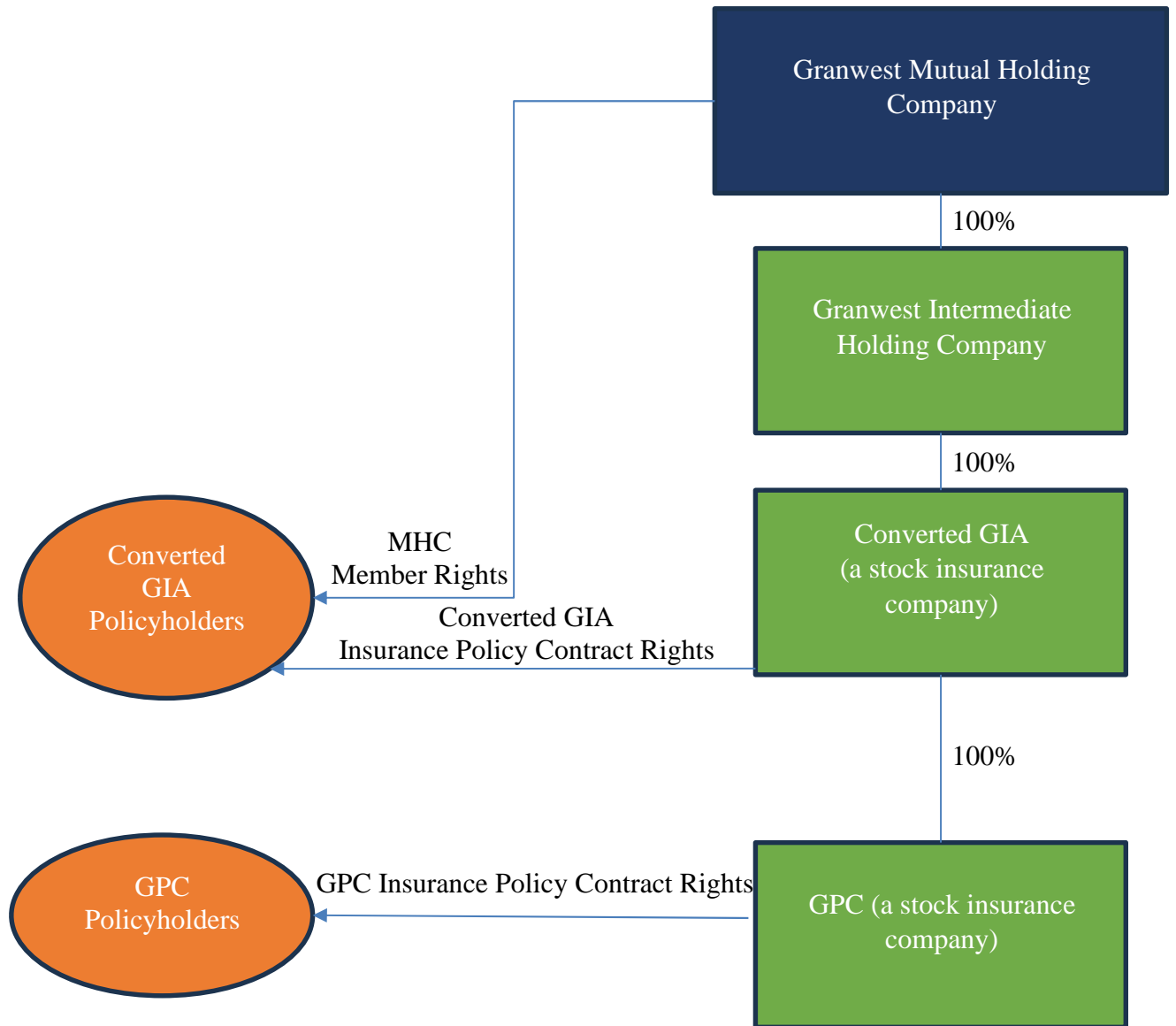
On the Effective Date of the Reorganization, GIA will become Converted GIA, a stock insurance company. Converted GIA will issue 100% of its initially issued shares of capital stock to Granwest Intermediate Holding Company and Granwest Intermediate Holding Company will issue 100% of its initially issued shares of capital stock to Granwest Mutual Holding Company. Therefore, 100% of the capital stock of each of Converted GIA will be indirectly owned by Granwest Mutual Holding Company, a mutual insurance holding company, which will be 100% owned and controlled by the Members of Granwest Mutual Holding Company, who, immediately following the Reorganization, will be the Policyholders of Converted GIA.

The following organizational charts illustrate the Company’s organizational structure before the consummation of the Reorganization and after the completion of the Reorganization, all as contemplated by the Reorganization Plan.

Before the Reorganization



After the Reorganization



Summary of the Reorganization Plan

Set forth below is a summary of the provisions of the Companies' Reorganization Plan, which is attached hereto as Annex A. This summary is qualified in its entirety by the provisions of the Reorganization Plan, including the exhibits thereto, which are attached as exhibits hereto.

The Preamble describes the Company's intention to reorganize into a mutual holding company system pursuant to the applicable provisions of Washington law.

The Recitals state that (i) the Board has unanimously approved the Reorganization Plan, including the exhibits thereto, and has directed that the Reorganization Plan be submitted to the Insurance Commissioner for approval, and after receiving such approval, to the Eligible Members for their approval, and (ii) for United States federal income tax purposes, it is intended that the transactions consummated pursuant to the Reorganization will qualify as tax free transactions.

Article 1 sets forth definitions for defined terms used in the Reorganization Plan.

Article 2 describes how the Reorganization will be undertaken, and its effects, including:

- the formation of Granwest Mutual Holding Company, the Washington mutual holding company that will indirectly own all of the capital stock of Converted GIA and Granwest Intermediate Holding Company, a Washington business corporation that will be wholly owned by Granwest Mutual Holding Company and that in turn will directly own all of the capital stock of Converted GIA;
- the reorganization of GIA from a Washington mutual insurance company to a Washington stock insurer, the conversion of the Membership Interests of the current Policyholders of GIA into Membership Interests of Granwest Mutual Holding Company, the issuance of Converted GIA's capital stock to Granwest Intermediate Holding Company and in turn the issuance of the capital stock of Granwest Intermediate Holding Company to Granwest Mutual Holding Company, following the Reorganization;
- the effects of the Reorganization on GIA and its Policyholders, Members, directors, officers and employees, including (i) the creation and preservation of the mutual interests of the current Members of GIA through the formation of the mutual holding company structure; (ii) continuation of the corporate existence of GIA and vesting of all of the rights and obligations of GIA into Converted GIA, and (iii) the issuance of Membership Interests in Granwest Mutual Holding Company to Persons who later become Policyholders of Converted GIA, direct or indirect stock insurance company subsidiaries of Granwest Mutual Holding Company, or members of mutual insurance companies which merge with and into Granwest Mutual Holding Company, and the continuation of every Policy of GIA as a policy of Converted GIA following the Reorganization; and
- references to the following documents attached as exhibits to the Reorganization Plan: before-and-after corporate organizational structure charts; organizational documents for each of Converted GIA, Granwest Mutual Holding Company and Granwest Intermediate Holding Company; and lists of the individuals who will serve as the initial directors and officers of each of these companies.

Article 3 recites that the Board has unanimously approved the Reorganization Plan and directed that it be submitted to the Insurance Commissioner for approval and then to a vote of the Eligible Members of GIA.

Article 4 describes the documents and information to be submitted to the Insurance Commissioner, and the approvals required by the Insurance Commissioner in connection with the Reorganization, including that the Insurance Commissioner, in order to approve the Reorganization, must be satisfied that the interests of the Policyholders of GIA are properly protected by the Reorganization Plan and that the Reorganization Plan is fair and equitable to the Policyholders of GIA.

Article 5 describes the Washington law requirement that the Reorganization Plan must be approved, after notice, by no less than a two-thirds (2/3) majority of the Eligible Members of GIA voting in person or by proxy on the Reorganization Plan.

Article 6 describes the conditions precedent to completion of the Reorganization, including:

- approval of the Reorganization Plan and the related amendments to the articles of incorporation of GIA to convert it into a stock insurer (the “**Application for Amendment to GIA Charter**”) by the Insurance Commissioner and Eligible Members;
- receipt of an opinion of an independent tax advisor that neither the Policyholders of the Companies nor any of the companies comprising the mutual holding company system will recognize any taxable gain or loss in connection with the Reorganization; and
- receipt of an opinion from independent legal counsel, or a no action letter from the U.S. Securities and Exchange Commission, with respect to certain federal securities law matters.

Article 6 also provides the date upon which the Reorganization Plan shall become effective, which shall be the date upon which the last of each of the following actions shall have occurred: the Insurance Commissioner has issued an amended certificate of authority for Converted GIA; the Insurance Commissioner has approved the charter for Granwest Mutual Holding Company; the Insurance Commissioner has approved the Application for Amendment of GIA Charter and the Washington Secretary of State has issued a certificate of amendment; and the articles of incorporation of Granwest Mutual Holding Company and Granwest Intermediate Holding Company have been filed with and accepted by the Washington Secretary of State. Further, Article 6 provides that if the Effective Date does not occur within one (1) year of the date of approval of the Reorganization Plan by the Insurance Commissioner, then such approval shall expire unless an extension is granted by the Insurance Commissioner.

Article 7 describes additional provisions of the Reorganization Plan, including:

- that a member of Granwest Mutual Holding Company shall not, as a member, be personally liable for the obligations of Granwest Mutual Holding Company or any of its subsidiaries;
- that Granwest Mutual Holding Company shall at all times own a majority of the voting stock of Granwest Intermediate Holding Company, which shall at all times own all of the voting stock of Converted GIA; and
- that the board of directors of Granwest Mutual Holding Company shall be elected by the members of Granwest Mutual Holding Company;

- that the Reorganization Plan may be withdrawn at any time before Effective Date by the Board at its discretion; and
- enumerates certain contemplated benefits of the Reorganization Plan, including (a) the opportunity to pursue geographic expansion through subsidiary insurance companies while maintaining a mutual company structure and culture, (ii) enhancing the Company's ability to acquire and grow non-insurance business, (i) expanding the Company's options regarding the pursuit of mergers with, and acquisitions of, other insurance companies or mutual insurance holding companies, and (d) enhancing the ability of the Company to access capital and other forms of corporate financing.

Background of GIA

GIA traces its roots to its founding in 1893 by the Washington State Grange as a free insurance cooperative, then called Washington Fire Relief Association. The association's name was changed in 1943 to Grange Insurance Association to reflect its broader focus on fire, crop hail and automobile insurance for members of the Order of Patrons of Husbandry, commonly called the Grange, a fraternal society. Beginning in the 1950s, GIA expanded its reach outside the State of Washington and became a multi-line, multi-state and multi-company organization. Between 1956 and 1958 the Association acquired Rocky Mountain Fire & Casualty Insurance Company ("RMFCC"). RMFCC was renamed Granwest Property & Casualty in 2016 and is fully owned by GIA. Presently, GIA focuses on serving farmers and families in California, Colorado, Idaho, Oregon, Washington, and Wyoming. Through a Fraternal Membership Agreement with the Granges which was previously approved by the Insurance Commissioner and which has been in place since 1999, Members of GIA are "supportive members" of the National Grange and the State Granges of the states shown on the addresses of the applicable Member's Policies and as such are fraternal members of such Granges which are fraternal benefit societies.

Strategic Challenges Facing the Companies

The Board believes that, in large part due to the Company's historical long-term success, it is in the position to realize opportunities to even better serve the Company's Policyholders and increase the Company's Policyholder base. However, the Company's current structure as a mutual insurance company limits the Company's ability to take full advantage of many of these opportunities, including:

- *The Company's ability to pursue certain mergers and acquisitions.*

Mutual insurers cannot merge with or acquire other mutual insurers without one of the two entities ceasing to exist as a separate insurer. This prevents a mutual company from merging with or acquiring other mutual insurers in ways that allow for increased efficiencies while maintaining both organizations' goodwill and the value of their respective brands. Additionally, mutual insurers have limited options to raise capital for possible mergers and acquisitions, and cannot use stock as consideration in acquisitions.

- *The Company's access to capital.*

Mutual insurance companies are not authorized to issue stock that can be sold to raise capital to grow the enterprise, and therefore have only limited options for raising capital other than through profitable operations over time.

- *The Company's ability to acquire and grow non-insurance subsidiaries.*

State regulatory requirements limit the extent to which insurance companies can invest in non-insurance subsidiaries. In addition, with a mutual insurance company as the ultimate parent, all non-insurance operations must be consolidated with the mutual insurance company's operations.

Benefits of Converting to a Mutual Insurance Holding Company System

The Board has determined that the proposed Reorganization will benefit the Company and its Policyholders, including in the following ways:

Mergers and Acquisitions

The Company in its current form cannot acquire or merge with other mutual insurers without at least one of the mutual entities ceasing to exist as a separate insurer. As a result, the valuable “brand” recognition and goodwill of the mutual insurer that ceases to exist is effectively a lost or diminished asset. By contrast, an insurance enterprise structured with a mutual insurance holding company at the top of the organizational chart has a broader range of options for pursuing mergers and acquisitions in a manner that may preserve the separate identity, brand recognition and goodwill of the insurer or other entity being acquired. For example, a mutual insurance holding company can acquire stock companies as subsidiaries. Alternatively, a mutual insurance holding company can also acquire mutual insurers or mutual insurance holding companies through merger conversions, whereby the members of the mutual company being acquired become members of the acquiring mutual insurance holding company and the acquired mutual company becomes a stock subsidiary of acquiring mutual insurance holding company. This option is not available to the Company in its current mutual insurance company structure.

Because the Reorganization includes the formation of an intermediate stock holding company, Granwest Mutual Holding Company will have additional options available to raise capital for merger and acquisition purposes through public or private markets, and may be able to use the stock of the intermediate holding company as consideration in acquisitions, particularly if the stock is publicly traded (subject to obtaining approval of the Insurance Commissioner before an initial offer and sale of voting stock).

Access to Capital

Mutual insurance companies are not authorized to issue stock and therefore cannot use the sale of stock to raise capital to grow the enterprise. The only way for mutual insurance companies to raise capital is through profitable operations over time, through the issuance of capital calls if authorized by their articles of incorporation or other organizational documents (which, in the case of GIA is currently not authorized), through the sale of “surplus notes,” which is a relatively expensive form of financing due to regulatory restrictions on repayments to the purchasers of the notes, or through the sale of stock of a “downstream holding company” which, as stock issued by a subsidiary of the mutual insurance company parent, may not reflect the valuation of the mutual insurance company. Once a mutual insurance company has been reorganized into a stock insurance company, voting or nonvoting stock or debt securities issued by the former mutual company, or by an intermediate stock holding company, can be sold through an initial public offering, giving the company access to the public capital markets, or sold to private investors. Under a mutual insurance holding company structure, however, the mutual insurance holding company is required to retain a majority of voting shares in the intermediate stock holding company or the former mutual company, as the case may be, thereby preserving mutuality.

The Reorganization Plan that has been approved by the Insurance Commissioner, and that is being submitted now for the consideration of the Members, does not provide for the issuance of capital calls or the sale of voting stock, and there is currently no plan for the issuance of capital calls or the sale of stock or debt securities of any kind by Granwest Intermediate Holding Company. However, circumstances may arise where the availability of such financing may be beneficial to Granwest Intermediate Holding Company. An initial sale of voting stock by Granwest Intermediate Holding Company to provide such financing would be subject to the approval of the Insurance Commissioner.

Ability to Acquire and Grow Non-Insurance Subsidiaries

Regulatory restrictions place limits on the extent to which insurance companies can invest in non-insurance subsidiaries. Many property and casualty insurance companies are increasingly focusing on investments in synergistic non-insurance businesses and technologies. The benefit of the mutual insurance holding company system, with the inclusion of an intermediate stock holding company, is that the intermediate stock holding company is well suited to acquire and grow non-insurance entities as direct subsidiaries of the intermediate holding company, without being subjected to the regulatory restrictions that could limit the Company's ability to take advantage of certain strategic opportunities in its current mutual insurance company form.

For example, Converted GIA would be better positioned to invest in or acquire non-insurance subsidiaries that can provide important customer benefits, including our mission focused activities whose operations are currently consolidated within GIA. However, in such a case, Converted GIA would likely need to distribute cash to Granwest Intermediate Holding Company in the form of dividends in order to fund any such acquisition or investment. It should be noted that the claims paying ability of Converted GIA, after taking into account the effects of any such dividends or financial support, will be subject to ongoing regulatory scrutiny and independent review by industry rating agencies. Furthermore, the payment of dividends or the provision of any other form of financial support from Converted GIA to Granwest Intermediate Holding Company can only be made subject to regulatory restrictions on the payment of shareholder dividends by Converted GIA or other applicable regulatory restrictions on transactions between Converted GIA and its affiliates.

Protections Provided to Policyholders

The Reorganization Plan affords the following protections to the Company's Policyholders:

- *Continuation of Policy Rights.* The benefits and rights of Policyholders under their Policies will not be reduced or altered in any way by the adoption of the Reorganization Plan. Premiums required to be paid as specified in all Policies will not be increased or otherwise changed by the Reorganization.
- *Business Operations Unchanged.* The Reorganization will not result in any material changes to the business operations of the Companies.
- *Initial Sale of Voting Stock Requires Additional Approvals.* The Reorganization Plan does not provide for any sale of voting stock of Granwest Intermediate Holding Company in connection with the Reorganization. The initial issuance of voting securities to a third party by the Granwest Intermediate Holding Company will require the prior approval of the Insurance Commissioner. GIA has no current plans to request approval for any such sale of voting stock.
- *Membership Interests.* The Reorganization will result in the Company's Policyholders becoming Members of Granwest Mutual Holding Company with associated rights, including: (i) the right to vote on the election of directors of Granwest Mutual Holding Company and on any plan of conversion or voluntary dissolution of Granwest Mutual Holding Company, and (ii) the rights of a Member of Granwest Mutual Holding Company arising under Washington law, including the right to receive a distributive share of the net assets available for distribution upon liquidation and any rights to equity upon its full demutualization, substantially equivalent to their current rights as a Member of GIA.

- *Continuation of Indirect Voting Control of GIA.* Granwest Mutual Holding Company through its ownership of 100% of the voting stock of Granwest Intermediate Holding Company will, on the Effective Date, indirectly own 100% of the voting stock of Converted GIA as required by applicable law. An initial sale of voting stock of Granwest Intermediate Holding Company to outside investors would require approval of the Insurance Commissioner and would be subject to the requirement that Granwest Mutual Holding Company must at all times directly or indirectly own a majority of such voting stock. As a result, the board of directors of Granwest Mutual Holding Company, representing the interests of Granwest Mutual Holding Company's Members, will have voting control over the election of directors of Granwest Intermediate Holding Company and thereby, indirectly, voting control over the election of directors of Converted GIA.
- *Issuance of Dividends.* Currently, Members of GIA are be entitled to receive dividends declared by its board of directors from its surplus funds which are in excess of its required minimum surplus and which represent the net realized savings and net realized earnings from its business. Following the Reorganization, Members of Granwest Mutual Holding Company (the former Members of GIA) will be entitled to the same dividend distribution rights. While there are no current plans to issue dividends to Members of Granwest Mutual Holding Company following the Reorganization, the applicable Washington Insurance Code regulations permit such declaration where available and deemed appropriate by the board of directors of Granwest Mutual Holding Company.

Consideration of Alternatives

The principal alternatives to the Reorganization are for GIA to either (i) preserve the *status quo* and maintain within its mutual insurance company parent structure, or (ii) undergo a full demutualization.

Preserving the Status Quo

While GIA's current structure provides the benefits of mutuality to its current Members, and allows for organic growth through insurance operations, as described above in this Member Information Statement, continuing to operate as a mutual insurance company imposes limits upon GIA's ability to respond to significant opportunities for strategic growth. The Board of Directors of GIA has concluded that, in the future, it will be increasingly important to have the structural, financial and strategic flexibility that the mutual holding company structure affords, as described above under "Benefits of Conversion to a Mutual Insurance Holding Company System." The Board of Directors of GIA believes that if GIA remains in its current structure as a mutual insurance company, these limitations will prevent GIA from realizing its full potential as compared to its competitors who are not similarly restricted.

Demutualization

A full demutualization would convert GIA from a mutual insurance company into a stock insurance company without simultaneously creating a mutual insurance holding company as a parent. In essence, GIA would transition from a company owned by its Members to one that is owned by stockholders. There would be certain benefits of a full demutualization to GIA and/or its Members, such as the following:

- Policyholders, as Members of GIA, would be entitled to participate in the purchase of stock of the demutualized company or distribution of its assets;
- the stock of the demutualized company could be used by the demutualized company as consideration in potential acquisitions of other entities; and

- the value of GIA’s stock after a demutualization might be higher than it would be after reorganizing to a mutual insurance holding company system, insofar as, under Washington law, the mutual insurance holding company will always have to own, directly or indirectly, a majority of the shares of Converted GIA. Investors may place a lower value on the stock of Granwest Intermediate Holding Company as a result of their inability to acquire a controlling interest in the entity.

The Board has concluded, however, that maintaining the “mutuality” of the Company in some form is important in order to preserve the Company’s legacy, culture and focus on the best interests of the Policyholders. In addition, the Board deems it important that the Company retains and enhances its ability to merge with, acquire, or affiliate with other mutual insurance entities, particularly in ways that preserve the separate insurance operations and “brands” of such organizations, including GIA. Demutualization is inconsistent with both of these goals, as it would terminate GIA’s existence as a “mutual” insurance organization ultimately owned by its Policyholders and would eliminate GIA’s practical ability to merge with other mutual insurers, thus limiting the number and types of strategic acquisition opportunities available to the Company. Other potential disadvantages of demutualization as an alternative to the mutual insurance holding company system include the following:

- Demutualization of GIA may be an inefficient way for it to raise capital. Unlike under the proposed Reorganization, in a demutualization under Washington law, GIA would be required to distribute cash, stock or a combination thereof to its Policyholders in exchange for their Membership Interests in GIA.
- Demutualization of GIA would subject it to the future demands of investors who may be focused on short term market performance, rather than the Company’s current focus on long term objectives benefitting current and future Policyholders.
- Under the proposed Reorganization, ultimate voting control of the mutual insurance holding company remains with the Policyholders of GIA. Under a demutualization, Members of GIA who acquire shares of stock in exchange for their Membership Interests would continue to have voting rights in the demutualized company, but other Persons besides Members could acquire sufficient shares of stock to become the controlling stockholders of the demutualized company.
- Historically, demutualizations are more difficult to structure, more time consuming, and more expensive than mutual insurance holding company reorganizations.
- In connection with or upon completion of a demutualization, the resulting stock company would likely be required to register its common stock with the Securities and Exchange Commission (“SEC”) and would become subject to the requirements to file reports with the SEC and to produce audited generally accepted accounting principles (GAAP) financial statements and would incur increased ongoing legal and accounting expenses as a result.

RECOMMENDATION OF THE BOARD OF DIRECTORS

The Board of Directors of GIA has unanimously adopted the Reorganization Plan and approved the transactions contemplated thereby. [The Insurance Commissioner held a public hearing on [•], 2025 and approved the Reorganization Plan on [•], 2025.] In approving the Reorganization Plan, the Insurance Commissioner found that the interests of the Policyholders of GIA are properly protected and that the Reorganization Plan is fair and equitable to the Policyholders of GIA. The approval of the Insurance Commissioner is neither an endorsement of the Reorganization Plan nor a recommendation by the Insurance Commissioner to the Eligible Members of GIA to vote in favor of the Reorganization Plan. The Board of

Directors of GIA is submitting the Reorganization Plan to a vote of the Eligible Members after careful review and consideration, including advice from the Company's outside legal counsel. The Board believes that the Reorganization is fair and equitable to GIA Policyholders.

THE BOARD OF DIRECTORS OF GRANGE INSURANCE ASSOCIATION UNANIMOUSLY RECOMMENDS THAT THE ELIGIBLE MEMBERS OF GRANGE INSURANCE ASSOCIATION VOTE "FOR" APPROVAL OF THE REORGANIZATION PLAN AT THE SPECIAL MEETING.

EFFECTS OF THE REORGANIZATION

The Reorganization will have the following effects upon the Company and its Members/Policyholders:

Operations and Business of GIA

The Reorganization will not result in any material changes in the Company's existing insurance operations or its services to Policyholders, except that such operations and services will in the future be conducted or provided by a mutual insurance holding company-owned stock insurance company rather than a mutual insurance company. In addition, the Reorganization of GIA into a stock insurance company shall in no way annul, modify or change any of GIA's existing suits, rights, property interests, contracts, or liabilities, except with respect to the extinguishment and replacement of the Membership Interests in GIA as described below. Converted GIA will exercise all of the rights and powers and perform all of the duties conferred or imposed by law upon insurers writing the types of insurance written by GIA, as applicable, before the Effective Date, except with respect to the extinguishment and replacement of the Membership Interests in GIA, as described below. The operations and business of Converted GIA will remain the most important function within the mutual holding company system.

Effect On Insurance Policy Contract Rights and Membership Interests of the Company's Members/Policyholders

Currently, Members of GIA have both Contract Rights as Policyholders of GIA and Membership Interests as Members of GIA. Upon completion of the Reorganization, GIA's Members' Contract Rights and Membership Interests will effectively be separated, as further explained and illustrated below.

The principal Contract Right is the right to receive the type and amount of insurance coverage specified in a Policyholder's Policy (or Policies) in accordance with the terms and provisions thereof. Every Policy that has been issued by GIA which is in force on the Effective Date will remain in force at the Effective Date and continue as a Policy of Converted GIA. The premiums currently required to be paid as specified in the Policies will not be increased or otherwise changed solely as a result of the Reorganization.

The rights underlying the existing Membership Interests in GIA can be summarized as follows:

- the right to elect the directors of GIA;
- the right to approve or disapprove proposed changes in the GIA articles of incorporation;
- the right to vote (or grant proxies to vote) on any reorganization plan, voluntary dissolution, demutualization or such other matters as may come before the Members at an annual or special meeting of GIA's Members;
- the right to receive a distribution of cash, stock or a combination thereof to its Policyholders in exchange for their Membership Interests in GIA in the event of a demutualization, which would require the approval by the Board of Directors of GIA, the Members of GIA, and the Washington Commissioner; and
- the right to receive a distributive share of the net assets available for distribution upon liquidation of GIA.

On the Effective Date, the Membership Interests in GIA will be extinguished and replaced with Membership Interests in Granwest Mutual Holding Company. Members will not receive any cash, stock or other consideration in exchange for their Membership Interests in GIA. Holders of Policies issued by Converted GIA on or after the Effective Date of the Reorganization will automatically become Members of Granwest Mutual Holding Company. Because the Reorganization being undertaken is a mutual holding company conversion, and not a demutualization, the Members of GIA will not be entitled to any dissenters rights in connection with the Reorganization.

The Contract Rights and Member Rights of the Members of GIA and Granwest Mutual Holding Company, respectively, before and after the Reorganization, are summarized in the table below:

Insurance Policy Contract Rights	Before Reorganization	After Reorganization
<i>Right to insurance coverage</i>	Insurance coverage is provided by Policies which are obligations of GIA.	Policy obligations of Converted GIA to provide insurance coverage continue unchanged for GIA Policyholders, who will now be Policyholders of Converted GIA. Converted GIA will be the same company as GIA was except that would have been reorganized as a stock insurance company. The Reorganization Plan will not increase premiums, decrease policy benefits or alter policy obligations.
Member Rights		
<i>Right to vote for election of directors and on other corporate matters</i>	Each GIA Member is entitled to one vote on all matters subject to Member vote. All GIA Policyholders are Members of GIA.	Each Granwest Mutual Holding Company Member will be entitled to one vote on all matters subject to Member vote. All Policyholders of Converted GIA will be Members of Granwest Mutual Holding Company.
<i>In the event of a liquidation</i>	Any assets remaining after payment of all liabilities of GIA would be distributed to the Persons who were Members of GIA within twelve months prior to the liquidation. Such distributions would be made <i>pro rata</i> in the proportion that the aggregate premiums earned by GIA on the policies of the Member during the combined periods of membership bear to the aggregate of all premiums earned on the policies of all Members.	A Washington mutual insurance holding company is deemed to be an insurer subject to the Washington Insurance Code and would likely be subject to the same requirements for liquidation applicable to a Washington mutual insurer. However, because there has not yet been an insolvency regarding a mutual insurance holding company in Washington, it is possible that a Washington mutual insurance holding company may be subject to the jurisdiction of the federal bankruptcy laws which may preempt Washington law and impact the priority of the claims of Member/Policyholders of Converted GIA or otherwise impair the ability of

		the Insurance Commissioner to recover assets of the mutual insurance holding company for the benefit of the Member/Policyholders of Converted GIA.
<i>In the event of a reorganization to a stock insurer (also called a “demutualization”)</i>	Members of GIA on the date a conversion plan is adopted would be entitled to receive their equity in GIA, payable, at the election of GIA, either in a portion of the stock of the converted GIA or cash, or a combination thereof, based upon a fair formula approved by the Insurance Commissioner, which equity would be based upon not less than the insurer’s entire statutory surplus after deducting contributed or borrowed surplus funds plus a reasonable present equity in its reserves and in all nonadmitted assets, less expenses of the conversion.	The demutualization of a Washington mutual insurance holding company would be subject to the same requirements applicable to a Washington mutual insurer.

Directors and Principal Officers

See Exhibits G through I, to the Reorganization Plan for a listing of the proposed Directors and Principal Officers of each of Granwest Mutual Holding Company, Granwest Intermediate Holding Company, and Converted GIA, respectively, all of whom are either current directors or current officers of GIA.

Corporate Governance

GIA is not authorized, as a mutual insurance company, to issue capital stock and, therefore, has no stockholders. Instead, GIA operates under the direction of its Board of Directors, which is elected by the Members of GIA.

After the Reorganization, Converted GIA will operate under the direction of its board of directors and all voting rights of its stockholders will be vested in Granwest Intermediate Holding Company, as the sole stockholder of Converted GIA. All of the voting rights of stockholders of Granwest Intermediate Holding Company will be vested exclusively, initially, in Granwest Mutual Holding Company, as the sole stockholder of Granwest Intermediate Holding Company. All of the outstanding capital stock of GPC will continue to be owned by Converted GIA. The Members of Granwest Mutual Holding Company will have the right to elect the board of directors of Granwest Mutual Holding Company. As a result, the board of directors of Granwest Mutual Holding Company, representing the interests of its Members, will have voting control over the election of directors of Granwest Intermediate Holding Company and thereby, indirectly, have voting control over the election of directors of Converted GIA and GPC.

**ORGANIZATIONAL DOCUMENTS OF GRANWEST MUTUAL HOLDING COMPANY,
GRANWEST INTERMEDIATE HOLDING COMPANY, AND CONVERTED GIA**

Granwest Mutual Holding Company

Granwest Mutual Holding Company will be organized as a stock corporation under the Washington Business as shall be governed by the applicable mutual insurance holding company provisions of Chapter 9 of the Washington Insurance Code. The proposed Articles of Incorporation and Bylaws of Granwest Mutual Holding Company are attached to the Reorganization Plan as Exhibits C and D, respectively, and are incorporated herein by reference. You are encouraged to read the proposed Granwest Mutual Holding Company charter and bylaws in their entirety.

The board of directors of Granwest Mutual Holding Company will be divided into three classes of directors designated as Class I, Class II and Class III, respectively, with each class holding office for a period of three (3) years. The composition of the initial board of directors of Granwest Mutual Holding Company, and the classes thereof, is set forth in Exhibit G of the Reorganization Plan. At each succeeding annual meeting of members, the successors to the class of directors whose terms then expire shall be elected to hold office for a term of three years, so that the term of office of one class of directors shall expire in each year.

Granwest Intermediate Holding Company

Granwest Intermediate Holding Company will be organized as a stock corporation under the Washington Business Corporation Code. The proposed Articles of Incorporation and Bylaws of Granwest Intermediate Holding Company are attached to the Reorganization Plan as Exhibits E and F, respectively, and are incorporated herein by reference. You are encouraged to read the proposed Granwest Intermediate Holding Company Articles of Incorporation and Bylaws in their entirety.

The board of directors of Granwest Intermediate Holding Company shall consist of no less than three (3) directors. The composition of the initial board of directors of Granwest Intermediate Holding Company is set forth in Exhibit H of the Reorganization Plan. The board of directors of Granwest Intermediate Holding Company will be elected annually by the shareholders of Granwest Intermediate Holding Company, which initially shall be Granwest Mutual Holding Company, as the sole shareholder of Granwest Intermediate Holding Company.

Converted GIA

Converted GIA will be organized as a stock insurance company under the Washington Insurance Code and its Policyholders will continue as Members of Granwest Mutual Holding Company. The proposed Application for Amendment to Charter and proposed bylaws of Converted GIA, as amended and restated, are attached to the Reorganization Plan as Exhibits A and B, respectively, and are incorporated herein by reference. You are encouraged to read the proposed Application for Amendment to Charter and proposed bylaws of Converted GIA, as amended and restated, in their entirety.

The board of directors of Converted GIA shall consist of no less than three (3) directors. The composition of the initial board of directors of Converted GIA is set forth in Exhibit I of the Reorganization Plan. The board of directors of Converted GIA will be elected annually by Granwest Intermediate Holding Company, as the sole shareholder of Converted GIA.

Federal Income Tax Consequences

This Member Information Statement does not purport to describe all income tax consequences that may be relevant to a Member or to the Company. For example, it does not discuss federal estate tax or excise tax considerations, or state, local and foreign tax considerations. Additionally, the Code, regulations promulgated by the U.S. Treasury Department, and judicial and administrative rulings and decisions are all subject to change, possibly with retroactive effect.

The consummation of the Reorganization is subject to the condition that the Company receives an opinion of an independent tax advisor to the Company substantially to the effect that neither the Company, Granwest Intermediate Holding Company, Granwest Mutual Holding Company, nor the Company's Policyholders, will recognize gain or loss for U.S. federal income tax purposes in connection with the Reorganization. It is anticipated that such opinion will reflect the following: the extinguishment of Membership Interests in GIA in exchange for a grant of Membership Interests in Granwest Mutual Holding Company pursuant to the Reorganization Plan is anticipated to qualify as a non-recognition transfer under the Code, meaning that Members will not recognize any gain or loss for U.S. federal income tax purposes, and the tax basis of the Membership Interests in Granwest Mutual Holding Company received by Members whose GIA Membership Interests are extinguished will be zero.

Each Member of GIA is urged to consult his or her own tax advisor regarding the specific tax consequences of the Reorganization that may be applicable.

Federal Securities Law Consequences

The consummation of the Reorganization is subject to the condition that the Companies obtain either a "no action" letter from the Securities and Exchange Commission relating to matters pertaining to the Securities Act of 1933 and the Securities Exchange Act of 1934, each as amended, or an opinion of independent legal counsel to the Companies in form and substance satisfactory to the duly authorized officers of the Company with respect to federal securities law matters. It is anticipated that this condition will be satisfied by receipt of an opinion from the Companies' independent legal counsel.

SPECIAL CONSIDERATIONS AND RISK FACTORS

In addition to the benefits of the mutual insurance holding company system and the pros and cons of the alternatives discussed above, you should consider the following risks and special considerations in connection with the proposed Reorganization:

- *No Distribution of Cash or Stock.* No cash consideration or stock will be distributed to the Members of GIA in the Reorganization, as would occur if GIA were to demutualize. In the case of a conversion to a mutual insurance holding company system, members of the mutual insurance company receive nontransferable Membership Interests in the mutual insurance holding company. In a full demutualization, members receive cash, stock or a combination thereof in exchange for the extinguishment of their Membership Interests.
- *Potential for Increased Debt.* After the Reorganization, Granwest Intermediate Holding Company could issue debt in amounts greater than the Company would be permitted to issue if it were to remain a mutual insurance company, and therefore, it might be possible for the Granwest Mutual Holding company system to become financially leveraged to a greater extent than is now possible for GIA.

- *Benefits May Not Be Achieved.* It is possible that any or all of the anticipated benefits of the mutual insurance holding company system may never be achieved.
- *Risks Associated with Growth.* There can be no assurance that the Company will grow more efficiently and cost-effectively as part of a mutual insurance holding company system than if it remained a part of a mutual insurance company parent system. Moreover, faster growth could result in greater financial risks if, for example, liabilities are assumed in the acquisition of other companies or books of business.
- *Risks Associated with Investments in/Operation of Non-Insurance Subsidiaries.* The Board, the Company's officers, and other management employees have a track record of profitable operation of a variety of insurance and related companies. The Company's management has more limited experience in the operation of non-insurance businesses. Further, any such non-insurance businesses are not likely to be subject to the same degree of government regulation and scrutiny by independent risk analysts and rating agencies as are insurance companies, and therefore may be subject to greater risk of operating at a loss. Profitable investment in and/or operation of such non-insurance businesses will be somewhat dependent upon the recruitment and retention of investors, executives, and managers who have relevant experience and knowledge.
- *Acquisitions May Not Be Forthcoming.* Granwest Mutual Holding Company and Granwest Intermediate Holding Company may not be able to take advantage of the expanded opportunity to make acquisitions for the foreseeable future.
- *Restrictions on Movement of Funds.* The ability of Granwest Mutual Holding Company or Granwest Intermediate Holding Company to engage in certain transactions may depend in part upon their ability to receive sufficient funds from Converted GIA in the form of shareholder dividends or asset transfers, and there are regulatory limitations on such dividends and asset transfers.
- *Risks of Litigation.* Some mutual insurance companies that have reorganized or proposed to reorganize to a mutual insurance holding company system have been sued by Persons alleging, among other things, that the mutual insurance holding company system, although expressly authorized by statute, is unfair to Policyholders. Although the Insurance Commissioner approved the Reorganization Plan after becoming satisfied that the Reorganization Plan properly protects the interests of the Policyholders and that the reorganization of the Company is fair and equitable to the Policyholders, there can be no assurance that litigation, if brought, would not entail significant cost, divert the efforts and resources of the Company's management, and/or delay or impede consummation of the Reorganization.
- *Dilution of Share Value.* Although the Company has no plans to sell any stock to third parties at present, if shares of stock of Granwest Intermediate Holding Company were ever approved for sale by the Insurance Commissioner in the future and were sold at a per share price less than the per share fair market value of such shares of stock, or if the value of any proceeds received in exchange for such shares of stock were to decline below the per share fair market value of such shares, then the per share fair market value of shares owned by Granwest Mutual Holding Company would be reduced, and the fair market value of Granwest Mutual Holding Company's Members' indirect aggregate ownership percentage in Granwest Intermediate Holding Company would be diluted.

- *Dilution of Voting Rights.* In connection with the Reorganization, each person who becomes the owner of one (1) or more Policies issued, renewed, or assumed by any direct or indirect insurance company subsidiary of Granwest Mutual Holding Company will become Members of Granwest Mutual Holding Company, which will have the effect of diluting the voting rights of the Members of Converted GIA who become Members of Granwest Mutual Holding Company as a result of the Reorganization. Additionally, if in the future the Company were to acquire another mutual insurance company or mutual insurance holding company system, the members of such mutual insurance company or mutual insurance holding company system could be admitted as Members of Granwest Mutual Holding Company, which would have the effect of diluting the voting rights of the Members of Granwest Mutual Holding Company who are Members as a result of their status as Policyholders of Converted GIA. We have no current plans to enter into any such merger with another mutual insurance company or mutual insurance holding company system.
- *Transfer of Assets Out of Converted GIA.* The mutual insurance holding company system creates an opportunity for the future realignment of subsidiaries of Converted GIA, and the distribution of the outstanding stock or other equity interests of such subsidiaries, as well as other assets, out of Converted GIA to one or more affiliates which are not directly or indirectly owned by Converted GIA. Any such distribution which involves assets with a value such that it qualifies as an “extraordinary” dividend or distribution meeting certain thresholds set forth in the Washington Insurance Code would be subject to the prior approval of the Insurance Commissioner.
- *Certain Assets May Not Be Available to Satisfy Policyholder Claims.* Assets held by Granwest Intermediate Holding Company, whether as a result of distributions of such assets from Converted GIA to Granwest Intermediate Holding Company (which distributions would be subject to regulatory limitations on the payment of dividends or other distributions to shareholders of a Washington stock insurance company) or the accumulation of such assets through the profitable operations of Granwest Intermediate Holding Company or its subsidiaries other than Converted GIA, if any, may not be available to pay claims of Converted GIA’s Policyholders. This could, in turn, under certain extreme circumstances, contribute to pressure for Converted GIA to increase premiums in order to pay claims, or an inability of Converted GIA to pay claims as they come due.
- *Potential Conflicts between Interests of Members and Possible Future Shareholders.* The current duties and obligations of the Board is to act in the best interests of the Company and its Members. After the Reorganization, the duties and obligations of the board of directors of Granwest Mutual Holding Company will be to act in the best interests of Granwest Mutual Holding Company and its members. There may be conflicts among the interests of the members of Granwest Mutual Holding Company in connection with certain types of transactions. Furthermore, if Granwest Intermediate Holding Company were to undertake an initial public offering or other issuance of stock, the obligations and duties of the board of directors of Granwest Intermediate Holding Company would extend to outside investors in addition to the majority shareholder of such issuer (*i.e.*, Granwest Mutual Holding Company). Accordingly, there would be the potential for conflicting interests between the members of Granwest Mutual Holding Company and the minority shareholders of Granwest Intermediate Holding Company (the “**Minority Shareholders**”). One potential conflict would be between the interests of the Members of Granwest Mutual Holding Company in receiving insurance with the greatest possible value and the interests of the Minority Shareholders in receiving the highest return on their investment. Additionally, there may be conflicts over how the growth of, and profit from, the business should be apportioned between growing the enterprise, continuing to pay

policyholder dividends based on profitable operations, and distributions to the Minority Shareholders. These conflicts could be exacerbated if incentive stock or options were awarded by Granwest Intermediate Holding Company to the officers or directors of such companies.

- *Acquisition by another Mutual Holding Company.* In its newly organized form as a mutual holding company, Granwest Mutual Holding Company may become a more attractive acquisition target for other mutual insurance companies. In the event that Granwest Mutual Holding Company is acquired, Members' rights may be diluted and such acquisition could result in a change in the management of Granwest Mutual Holding Company and its subsidiaries and a loss in the fraternal benefits afforded to the Members.
- *Market Conditions.* Any future decision to cause Granwest Intermediate Holding Company to issue capital stock or debt securities would depend upon, among other factors, the then-current needs of the enterprise for additional capital, then-prevailing market conditions, the financial performance and business prospects of the enterprise, and the interests of the Members of Granwest Mutual Holding Company. There can be no assurance as to if, when, or on what terms any such capital raising efforts would take place.
- *No Fairness Opinion from an Investment Banker.* In connection with its approval of the Reorganization Plan, the Board did not seek a fairness opinion of an investment banker. No opinion was deemed necessary in this case because, among other reasons (a) no sale of stock to outside investors is being undertaken or is presently contemplated by the Company, (b) any initial stock offering would require the approval of the Insurance Commissioner, and (c) as a condition to the consummation of the Reorganization Plan, the Insurance Commissioner must be satisfied that the Reorganization Plan properly protects the interests of the Policyholders and that the reorganization is fair and equitable to the Policyholders.
- *Uncertain Regulatory Environment.* Certain activities that are regulated by the Insurance Commissioner under the present structure of the Company may not be regulated, or may be regulated differently, under the mutual insurance holding company structure. Uncertainty in this area is heightened by the fact that the Reorganization would only be the first mutual insurance holding company reorganization to occur under Washington law.
- *Absence of Implementing Regulations.* The Washington Insurance Code provides that the Insurance Commissioner may issue regulations to implement the mutual insurance holding company laws set forth in Chapter 48 of the Washington Insurance Code and establish applicable procedures thereunder. Although no regulations or procedures have been promulgated to date, the Insurance Commissioner may at some future point propose and/or promulgate regulations or procedures that may adversely affect Granwest Mutual Holding Company and/or its Members. Converted GIA Policyholders will receive Membership Interests in Granwest Mutual Holding Company that may be subject to different insurance regulatory oversight than an insurance company. There can be no assurances that any regulations adopted by the Insurance Commissioner will not affect the future operations of Granwest Mutual Holding Company.
- *Loss of Fraternal Status.* Washington State law provides that insurers authorized under Washington law are subject to a 2% premium state tax on the amount of insurance premiums allocable to Washington. Fraternal mutual insurers such as GIA are, however, exempt from such tax. It is expected that the Reorganization will result in the loss of the Company's fraternal status which in turn would have a negative financial impact on the cost of the Company's operations.

- *Differences in Insolvency Laws.* A Washington mutual insurance company, such as GIA, is subject to the jurisdiction of the Insurance Commissioner in the event of the insolvency of the Company. In addition, Washington law provides that a Washington mutual insurance holding company is deemed to be an insurer and its assets are deemed to be a part of the reorganized stock insurance company's estate in the case of insolvency. However, given that there has yet to be an insolvency regarding a mutual insurance holding company in Washington, it is possible that a Washington mutual insurance holding company may be under the jurisdiction of the federal bankruptcy laws. In such case, there can be no assurance that federal bankruptcy laws will not reduce the priority (if any) of the claims of Policyholders of Converted GIA, or preempt Washington law and/or make it difficult for the Insurance Commissioner to recover assets of the mutual insurance holding company for the benefit of the Policyholders of Converted GIA.

The Board has concluded that these special considerations and possible disadvantages/risks are outweighed by the potential benefits of the Reorganization.

SPECIAL MEETINGS OF MEMBERS

Date, Time and Place

This Member Information Statement is being made available to Eligible Members of GIA in connection with the solicitation of proxies by the Board for use at the Special Meeting of Members to be held on [•] at 10:00 a.m. local time, at the Company's offices located at 200 Cedar St., Seattle, WA 98121, and any postponement or adjournment thereof.

Members of GIA will receive Notices of the Special Meeting of Members together with proxy materials for use to vote at the Special Meeting. Additional information regarding the Reorganization, including instructions for accessing this Member Information Statement, is included in the proxy materials mailed to Members.

Matters to be Considered

At the Special Meeting Eligible Members of GIA will be asked to consider and vote upon the proposal to approve the Reorganization Plan attached as Annex A hereto and all the transactions contemplated thereby, including the amendment of the articles of incorporation of GIA pursuant to the Application for Amendment of Articles of Incorporation of GIA included as Exhibit A, as well as such other matters as may properly come before the Special Meeting.

Eligibility to Vote; Voting; Proxies

If you are an Eligible Member, you will be entitled to one vote for each matter to be voted upon at the Special Meeting. Each Eligible Member will be entitled to vote either by ballot cast in person at the Special Meeting, or by proxy. The Reorganization Plan will be deemed approved if at least two-thirds (2/3) of the Eligible Members of GIA present and voting in person or by proxy at the Special Meeting approve the Reorganization Plan. Only those proxies received by the Company online or by mail on or before the close of business on [•], will be included in the total vote count, which will be performed at the Special Meeting.

The bylaws of GIA require a quorum of at least twenty-five (25) of the Eligible Members to be present in person at the applicable Special Meeting.

A proxy granted by a Member, including a General Proxy, may be revoked before its exercise by a Member sending written notice of revocation to the Corporate Secretary of the Company, Brian Allen, at the Company's offices located at 200 Cedar St., Seattle, WA 98121 or by attending the applicable Special Meeting and voting in person, or by filing a subsequent proxy with the Secretary of the applicable. A subsequent proxy may only be filed with the Secretary of the Company if received by the Company online or by mail on or before the close of business on [•]. Once the Special Meeting has commenced, no proxy changes will be accepted.

CONDITIONS TO CLOSING OF REORGANIZATION

The consummation of the Reorganization is subject to the prior satisfaction of several conditions, as described below.

Approval of Insurance Commissioner and Receipt of Other Regulatory Approvals

The Insurance Commissioner approved the Reorganization Plan on [•], 2025.

Approval of Eligible Members of GIA

As required by the Reorganization Plan, the Washington Insurance Code, and applicable provisions of the organizational documents of GIA, the Reorganization Plan and the transactions contemplated thereby must be approved by the affirmative vote of at least two-thirds (2/3) of the Eligible Members of GIA present and voting, in person or by proxy, which approval will be sought at the Special Meeting. If the Requisite Vote is not obtained, the Reorganization will not become effective in whole or in part.

Federal Tax Matters

The Companies must receive an opinion of an independent tax advisor to the Company, substantially to the effect that:

- no Policyholder will recognize taxable gain or loss in connection with the Reorganization, and
- neither Granwest Mutual Holding Company, Granwest Intermediate Holding Company, nor GIA will recognize taxable gain or loss in connection with the Reorganization.

U.S. Federal Securities Matters

The Company must receive an opinion of Locke Lord LLP or other independent legal counsel to the Company in form and substance satisfactory to the Boards with respect to federal and state securities law matters or a no action letter from the U.S. Securities and Exchange Commission.

Amendment or Withdrawal of the Reorganization Plan

At any time before the Effective Date, the Board may amend or withdraw the Reorganization Plan. If, prior to the Effective Date, the Board approves an amendment to the Reorganization Plan that is not determined by the Insurance Commissioner to be materially disadvantageous to the Policyholders of the Company, the Reorganization Plan, including any exhibits thereto, shall be deemed amended in accordance with such amendment without the necessity of a further submission of the Reorganization Plan for reconsideration by the Eligible Members.

REGULATION

GIA and its subsidiaries conduct business in the states of Washington, California, Colorado, Idaho, Oregon and Wyoming. The degree of regulation and supervision varies by jurisdiction, but Washington and the other jurisdictions with regulatory authority over GIA have similar laws and regulations governing the financial health of insurers, including standards for solvency, requisite reserves, reinsurance, capital adequacy, and the business conduct and sales operations of insurers.

After consummation of the Reorganization, Converted GIA will continue to be subject to the same degree of insurance regulation and supervision in each of the states where GIA is currently licensed to transact the business of insurance, except that Converted GIA will be regulated as a stock insurance company whereas GIA is currently regulated as a mutual insurance company.

As a Washington mutual insurance holding company, Granwest Mutual Holding Company will be subject to regulation by the Insurance Commissioner. Generally, the Insurance Commissioner will have regulatory authority over Granwest Mutual Holding Company to ensure that the interests of Policyholders of Converted GIA are protected. The Washington Insurance Code regulates mutual holding companies in a number of ways, including the following:

- requiring Granwest Mutual Holding Company to at all times maintain direct or indirect ownership and control of a majority of the outstanding shares of Converted GIA's voting stock;
- allowing Granwest Mutual Holding Company to make substantive amendments to its charter only with approval of the Insurance Commissioner;
- prohibiting Granwest Mutual Holding Company from engaging in the business of insurance (other than through insurance company subsidiaries, including Converted GIA);
- prohibiting Granwest Mutual Holding Company from dissolving, liquidating or otherwise winding up without the prior approval of the Insurance Commissioner or a court having jurisdiction over such matters;
- prohibiting the demutualization of Granwest Mutual Holding Company without approval by a majority of votes cast by Granwest Mutual Holding Company's Members and prior written approval from the Insurance Commissioner; and
- prohibiting the merger of Granwest Mutual Holding Company with any other mutual insurance holding company without approval from the Insurance Commissioner.

SELECTED FINANCIAL INFORMATION

The selected financial information set out below for GIA for each of the three years ended December 31, 2024, 2023, and 2022 and is derived from audited annual financial statements of GIA. The selected financial information set forth below for the interim periods ended as of [____], 2025 and 2024 is derived from unaudited quarterly financial statements. This selected financial information is presented in accordance with statutory accounting principles. This financial information should be read in conjunction with the audited statutory financial statements on file with the Insurance Commissioner of Insurance.

<i>(\$ Millions)</i>	Year Ended December 31,			[____] Months Ended [____],	
	2024	2023	2022	2025	2024
Premiums earned	180,126	167,008	162,318		
Losses Incurred.....	110,867	106,052	102,052		
Loss adjustment expenses	19,911	22,324	19,934		
Other underwriting expenses ..	54,950	47,878	45,857		
Net underwriting income	(5,602)	(9,246)	(5,606)		
Net investment gain	8,901	3,257	7,755		
Other income	375	1,712	3,060		
Dividends to policyholders.....	0	0	0		
Income before taxes	3,673	4,080	5,208		
Income tax expense.....	(384)	(1,015)	(106)		
Net income	4,057	5,095	5,314		
Total admitted assets.....	353,365	334,365	333,988		
Total liabilities	201,910	192,493	198,965		
Total policyholders' surplus.....	151,454	142,227	135,023		

Pro forma financial statements are included below for consolidated Granwest Mutual Holding Company as well as standalone pro forma financial statements for Granwest Mutual Holding Company, Granwest Intermediate Holding Company, GIA, and GPC.

Granwest Mutual Holding Company Proforma Balance Sheet (\$ in thousands)	As of	
	January 1, 2026	December 31, 2025
Assets:		
Investment in subsidiary - GIHC	\$ 6,000	\$ -
Total assets	6,000	-
Liabilities and surplus:		
Paid in surplus	-	
Unassigned surplus	\$ 6,000	
Total surplus	6,000	
Total liabilities and surplus	\$ 6,000	

Granwest Intermediate Holding Company Proforma Balance Sheet (\$ in thousands)	As of	
	January 1, 2026	December 31, 2025
Assets:		
Investment in subsidiary - GIA	\$ 6,000	\$ -
Total assets	6,000	-
Liabilities and surplus:		
Common stock	\$ 6,000	\$ -
Paid in surplus	-	
Unassigned surplus	-	
Total surplus	6,000	
Total liabilities and surplus	\$ 6,000	

Grange Insurance Association Proforma Balance Sheet (\$ in thousands)	As of	
	January 1, 2026	December 31, 2025
Assets:		
Bonds	\$ 203,119	\$ 203,119
Common and preferred stocks	59,292	59,292
Investment in subsidiary - GPC	24,255	24,255
Real estate	2,294	2,294
Cash and cash equivalents	4,355	4,355
Other invested assets	9,557	9,557
Investment income	1,519	1,519
Uncollected premiums	32,437	32,437
Current and deferred income tax receivable	5,076	5,076
Reinsurance Recoverables	2,451	2,451
Receivable from subsidiary - GPC	3,485	3,485
Other receivables and other assets	2,407	2,407
Total assets	\$ 350,247	\$ 350,247
Liabilities:		
Losses and loss adjustment expense	\$ 89,769	\$ 89,769
Reinsurance payable	4,375	4,375
Unearned premiums	89,748	89,748
Commissions payable	2,455	2,455
Expenses and other liabilities	10,880	10,880
Total liabilities	\$ 197,227	\$ 197,227
Common stock	\$ 3,000	\$ -
Paid in surplus	3,000	-
Unassigned surplus	147,020	153,020
Total surplus	153,020	153,020
Total liabilities and surplus	\$ 350,247	\$ 350,247

HOW TO OBTAIN ADDITIONAL INFORMATION ABOUT THE REORGANIZATION

Copies of this Member Information Statement, the Reorganization Plan and the exhibits as filed with the Washington Insurance Commissioner are available to Policyholders of GIA on our website at [•]. In addition, Policyholders of GIA may inspect and obtain copies of the Reorganization Plan, together with all exhibits thereto and other related documents, as well as the financial reports and other information filed by GIA with the Insurance Commissioner, during normal business hours at the offices of the Company located at 200 Cedar St., Seattle, WA 98121. Members of the public may inspect and make copies of these materials, as well as the financial reports and certain other information filed by the Company with the Insurance Commissioner, during normal business hours at the offices of the Insurance Commissioner located at 5000 Capitol Blvd., SE, Tumwater, WA, 98501. The publicly available financial reports of the Company can also be inspected and copied during normal business hours at the offices of the insurance regulatory agency in each of the states where the Company does business.

Any Policyholder or Member who has questions about the Member Information Statement, the Reorganization Plan, or any of the other materials provided in connection with the Reorganization may contact Brian Allen by email at ballen@grange.com or by telephone at (800) 247-2643 x 2333.

GIA is a mutual property and casualty insurer domiciled in the State of Washington that conducts business in the states of Washington, California, Colorado, Idaho, Oregon and Wyoming along with and through its subsidiaries. GIA is subject to the laws and regulations of the State of Washington applicable to insurance companies and, accordingly, files annual and quarterly financial reports (“**Annual Statements**” and “**Quarterly Statements**”) prepared in accordance with statutory accounting principles and other information with the Insurance Commissioner as well as other state insurance departments in the states in which GIA operates their businesses.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

GIA’s Annual Statements for the years ended December 31, 2024, 2023, and 2022 as filed by GIA with the Insurance Commissioner, and any Quarterly Statements filed by GIA with the Insurance Commissioner during 2025, are incorporated by reference in this Member Information Statement.

Statements contained in this Member Information Statement or in any document incorporated herein by reference are not necessarily complete, and in each instance where reference is made to the copy of such contract or such other document, each such statement is qualified in all respects by such reference. For the purposes of this Member Information Statement, the documents referred to herein and therein, including the Exhibits, the Annual and Quarterly Statements and the other financial reports and the Reorganization Plan and the exhibits thereto, are deemed incorporated by reference in their entirety.

CERTAIN DEFINITIONS

The following are definitions of certain terms used in this Member Information Statement. These definitions are qualified in their entirety by the definitions of such terms in the Reorganization Plan, a copy of which is attached hereto as Annex A. These definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Adoption Date” means December 10, 2024, the date the Board unanimously approved the Reorganization Plan and the transactions contemplated thereby.

“Application for Amendment to GIA Charter” means the application to amend the articles of incorporation of GIA to give effect to its reorganization into a Washington stock insurance company under the Reorganization Plan.

“Code” means the Internal Revenue Code of 1986, as amended.

“Converted GIA” means GIA Association, the reorganized Washington stock insurance company created by the conversion of GIA pursuant to the Reorganization Plan.

“Contract Rights” means the contract rights arising from a Policy with GIA.

“Designated Subsidiary” means any direct or indirect insurance company subsidiary of the Company, the policyholders of which have been designated by the Board of Directors of the Company to be Members of the Company.

“Effective Date” means the date upon which the Reorganization becomes effective, as provided in the Reorganization Plan.

“Eligible Member” means a Member who is eligible to vote under the articles of incorporation or bylaws of GIA and who is also a Policyholder with one or more GIA Policies in force on both the Adoption Date and the Record Date, as shown on GIA’s records.

“Fraternal Membership Agreement” means the Supportive Membership Endorsement and Marketing Services Agreement by and between GIA and the Granges dated as of September 30, 2023.

“GIA” means Grange Insurance Association, a Washington fraternal mutual insurance company.

“GPC” means Grange Property & Casualty, a Washington stock insurance company and wholly owned subsidiary of GIA.

“Granges” means the National Grange and the State Granges.

“Granwest Mutual Holding Company” means Granwest Mutual Holding Company, the mutual insurance holding company formed to acquire all the outstanding capital stock of Granwest Intermediate Holding Company.

“Granwest Intermediate Holding Company” means Granwest Intermediate Holding Company, the intermediate stock holding company formed to hold all the initial outstanding capital stock of Converted GIA.

“Insurance Commissioner” means the Insurance Commissioner of the State of Washington.

“Member” means a Person who is (i) the holder of a Policy as determined based on the Washington Insurance Code and the bylaws and records of GIA or (iii) the holder of a Policy as determined based on the Washington Insurance Code and the bylaws and records of Converted GIA, another insurance subsidiary of the Company, or of a Merged Company on and after the Effective Date with respect to Granwest Mutual Holding Company.

“Membership Interests” means (i) prior to the Effective Date, (A) the voting rights of a Member arising under the Washington Insurance Code and GIA’s bylaws, as applicable, including the right to vote on the election of directors of GIA and the right to vote on any plan of conversion, voluntary dissolution, or amendment of the articles of incorporation of GIA; and (B) any rights of a Member to receive a distributive share of the net assets available for distribution upon liquidation of GIA under §48.09.360(1) of the Revised Code of Washington or any rights to equity in GIA upon its conversion under §48.09.360(2) of the Revised Code of Washington, and (ii) on and after the Effective Date, (X) the voting rights of a Member arising under the Washington Insurance Code and Granwest Mutual Holding Company’s bylaws, including the right to vote on the election of directors of Grange Mutual Holding Company and the right to vote on any plan of conversion, or voluntary dissolution of Granwest Mutual Holding Company, and (Y) any rights of a Member of Granwest Mutual Holding Company arising under §§48.09.120 et seq. of the Revised Code of Washington, including to receive a distributive share of the net assets available for distribution upon liquidation under §48.09.360(1) of the Revised Code of Washington or any rights to equity upon its conversion under §48.09.360(2) of the Revised Code of Washington.

“Member Rights” means the voting rights and rights to receive Member distributions (i) prior to the Effective Date, from GIA arising from a Policyholder’s status as a Member of GIA and (ii) upon and after the completion of the Reorganization, from Granwest Mutual Holding Company arising from a Policyholder’s status as a Member of Granwest Mutual Holding Company.

“Merged Company” a mutual insurance company that has, in accordance with §48.31.010 of the Washington Insurance Code and with the prior approval of the Insurance Commissioner, merged its Policyholder interests into Granwest Mutual Holding Company and continued its corporate existence as a stock insurer subsidiary of Granwest Mutual Holding Company or an intermediate stock holding company.

“National Grange” means the National Grange of the Order of Patrons of Husbandry.

“Person” means an individual, partnership, firm, association, corporation, joint-stock company, limited liability company, limited liability partnership, trust, government, government agency, state or political subdivision of a state, public or private corporation, board of directors, association, estate, trustee, or fiduciary, or any similar entity.

“Policy” means an in-force insurance policy or contract (other than a treaty reinsurance contract), or any binder or a renewal certificate issued by GIA (and of Converted GIA, another insurance subsidiary of the Company, or a Merged Company on or after the Effective Date) and not cancelled or otherwise terminated, and whether a policy is in force shall be determined based solely on the records of GIA, another insurance subsidiary of the Company, or such Merged Company.

“Policyholder” means, with respect to an insurer, the Person identified in the declarations of the Policy and/or the records of such insurer as the holder of a Policy.

“Public Hearing” means the public hearing conducted by the Insurance Commissioner on [•], 2025.]

“Record Date” means [•], 2025 the date established by the Board of Directors to determine Eligible Members entitled to vote at a regular or special meeting as contemplated under the Reorganization Plan.

“State Granges” means California State Grange, Colorado State Grange, Idaho State Grange, Oregon State Grange, Washington State Grange and Wyoming State Grange.

“Washington Insurance Code” means the insurance laws of the State of Washington, codified in Title 48 of the Revised Code of Washington, and all applicable regulations.

Annex A
Reorganization Plan

REORGANIZATION PLAN

for

GRANGE INSURANCE ASSOCIATION

to form a Mutual Holding Company System

Pursuant to Section § 48.09.400, et seq.

of the

Washington Insurance Code

Dated: [January 1], 2026

PREAMBLE

Grange Insurance Association, a Washington fraternal mutual insurer so designated under Chapter 36A of the Washington Insurance Code (“**GIA**” or the “**Company**”) intends to reorganize into a mutual insurance holding company system pursuant to Chapter 9 of the Washington Insurance Code upon the terms and conditions set forth in this Reorganization Plan for GIA to form a mutual holding company system (the “**Reorganization**”) to be effective on the date determined based on Section 6.4 herein. GIA intends to undertake the Reorganization in order to (a) provide the Company the opportunity to pursue geographic expansion through subsidiary insurance companies while maintaining a mutual company structure and culture; (b) enhance the Company’s ability to acquire and grow non-insurance businesses; (c) expand the Company’s options regarding the pursuit of mergers with, and acquisitions of, other insurance companies or mutual insurance holding companies; and (d) enhance the ability of the Company to access capital and other forms of corporate financing. Capitalized terms used in this Reorganization Plan are defined where first used herein or under the heading “CERTAIN DEFINITIONS” in ARTICLE 1 of this Reorganization Plan.

RECITALS

The Board of Directors of GIA has unanimously approved this Reorganization Plan and has directed that this Reorganization Plan be submitted to the Insurance Commissioner of the State of Washington (the “**Insurance Commissioner**”) for approval as provided in Section §48.09.410 of the Washington Insurance Code and, subsequent to receiving the approval of the Insurance Commissioner, directed that this Reorganization Plan be submitted for approval by the Eligible Members.

For United States federal income tax purposes, it is intended that the transactions consummated pursuant to the Reorganization will qualify as non-recognition transactions under Sections 368(a) and 351(a) of the Internal Revenue Code, respectively, and that this Reorganization Plan will be, and is hereby, adopted as a plan of reorganization for all purposes of the Internal Revenue Code.

ARTICLE 1 **CERTAIN DEFINITIONS**

As used in this Reorganization Plan, the following words or phrases have the following meanings. The following definitions shall be equally applicable to both the singular and plural forms and to both genders of any of the terms herein defined:

“**Act**” means the Washington Business Corporation Act and all applicable regulations.

“**Adoption Date**” means December 10, 2024, the date that the Board of Directors initially approved this Reorganization Plan.

“**Application for Amendment to GIA Charter**” means the application to amend the articles of incorporation of GIA to give effect to its reorganization into a Washington stock insurance company under this Reorganization Plan.

“**Board of Directors**” means the board of directors of GIA.

“**Converted GIA**” means Grange Insurance Association, the reorganized Washington stock insurance company created by the conversion of GIA pursuant to this Reorganization Plan.

“**Effective Date**” has the meaning given to such term in Section 6.4 hereof.

“Company” has the meaning given in the Preamble hereof.

“Designated Subsidiary” has the meaning given to such term in Section 2.10(c).

“Eligible Member” means a Member who is eligible to vote under the articles of incorporation or bylaws of GIA and who is also a Policyholder on the Adoption Date and the Record Date.

“GIA” has the meaning given to such term in the Preamble hereof.

“GPC” means Granwest Property & Casualty, a Washington stock insurance company and wholly owned subsidiary of GIA.

“Granwest Mutual Holding Company” means the mutual insurance holding company to be organized for the purpose of holding all of the initial shares of the capital stock of the intermediate holding company (which in turn shall own all of the shares of capital stock of Converted GIA) pursuant to this Reorganization Plan.

“Granwest Intermediate Holding Company” means the holding company to be organized for the purpose of holding all of the initial shares of the capital stock of Converted GIA pursuant to this Reorganization Plan.

“Insurance Commissioner” has the meaning given to such term in the Recitals hereof.

“Member” means a Person who is (i) the holder of a Policy as determined based on the Washington Insurance Code and the bylaws and records of GIA or (ii) the holder of a Policy as determined based on the Washington Insurance Code and the bylaws and records of Converted GIA, a Designated Subsidiary, or of a Merged Company on and after the Effective Date with respect to Granwest Mutual Holding Company.

“Members Meeting” means a regular or special meeting of Eligible Members called for the purpose of voting on this Reorganization Plan.

“Membership Interests” means: (i) prior to the Effective Date, (A) the voting rights of a Member arising under the Washington Insurance Code, GIA’s bylaws including the right to vote on the election of directors of GIA and the right to vote on any plan of conversion, voluntary dissolution, or amendment of the articles of incorporation of GIA; and (B) any rights of a Member to receive a distributive share of the net assets available for distribution upon liquidation of GIA under § 48.09.360(1) of the Washington Insurance Code or any rights to equity in GIA upon its conversion under §48.09.360(2) of the Washington Insurance Code, and (ii) on and after the Effective Date, (X) the voting rights of a Member arising under the Washington Insurance Code and Granwest Mutual Holding Company’s bylaws, including the right to vote on the election of directors of Granwest Mutual Holding Company and the right to vote on any plan of conversion, or voluntary dissolution of Granwest Mutual Holding Company, and (Y) any rights of a Member of Granwest Mutual Holding Company arising under §§48.09.120 et seq. of the Washington Insurance Code, including to receive a distributive share of the net assets available for distribution upon liquidation under §48.09.360(1) of the Washington Insurance Code or any rights to equity upon its conversion under §48.09.360(2) of the Washington Insurance Code.

“Membership Termination Date” means the date a Policy by virtue of which a Person’s status as a Member in GIA (or on and after the Effective Date, Granwest Mutual Holding Company) was derived, including any uninterrupted extensions or renewals thereof, has terminated, whether as a result of lapse, expiration, nonrenewal, cancellation, termination, rescission or novation of such Policy.

“Merged Company” has the meaning given to such term in Section 2.10(d).

“Person” means a natural person, partnership, firm, association, corporation, limited liability company, limited liability partnership, trust, government, government agency, state or political subdivision of a state, public or private corporation, board of directors, association, estate, trustee, or fiduciary, or any similar entity.

“Policy” means an in force insurance policy or contract (other than a treaty reinsurance contract), or any binder or a renewal certificate issued by GIA (and of Converted GIA, a Designated Subsidiary, or a Merged Company on and after the Effective Date) and not cancelled or otherwise terminated, and whether a policy is in force shall be determined based solely on the records of GIA (and of Converted GIA, a Designated Subsidiary, or a Merged Company on or after the Effective Date), as applicable.

“Policyholder” means, with respect to GIA (and of Converted GIA, a Designated Subsidiary, or a Merged Company on and after the Effective Date), the Person identified in the declarations of the Policy and/or the records of GIA (and of Converted GIA, a Designated Subsidiary, or a Merged Company on or after the Effective Date), as applicable, as the holder of a Policy.

“Record Date” the date established by the Board of Directors to determine Eligible Members entitled to vote at a regular or special meeting, as contemplated by Section 5.1 hereof.

“Reorganization” has the meaning given to such term in the Preamble hereof.

“Reorganization Plan” means this Reorganization Plan for GIA to concurrently reorganize and form a mutual holding company system, including all Exhibits attached hereto, which was adopted by the Board of Directors on the Adoption Date.

“Washington Insurance Code” means the insurance laws of the State of Washington, codified in Title 48 of the Revised Code of Washington, and all applicable regulations.

ARTICLE 2 THE REORGANIZATION

2.1. Formation of Granwest Mutual Holding Company. On or before the Effective Date, Granwest Mutual Holding Company shall be incorporated as a Washington business corporation under §23B.02 of the Act.

2.2. Formation of Granwest Intermediate Holding Company. On or before the Effective Date, Granwest Intermediate Holding Company shall be incorporated as a Washington business corporation under §23B.02 of the Act.

2.3. The Reorganization. Effective as of 12:01 a.m. on the Effective Date, and in accordance with the terms of this Reorganization Plan and §48.09.440 et seq. and §48.08.080 et seq. of the Washington Insurance Code, the following shall occur:

- (a) GIA shall become a reorganized Washington stock insurance company;
- (b) all Membership Interests of the Members of GIA shall automatically convert to Membership Interests in Granwest Mutual Holding Company, and all Membership Interests in GIA shall be extinguished;

(c) Granwest Mutual Holding Company shall issue Membership Interests, with such rights and privileges as provided pursuant to the Washington Insurance Code and the bylaws of Granwest Mutual Holding Company, to each Person who owns one (1) or more Policies of GPC upon the issuance or renewal of any policy existing as of the Effective Date;

(d) Granwest Intermediate Holding Company shall be issued 100% of the initial shares of the capital stock of Converted GIA; and

(e) Granwest Mutual Holding Company shall be issued 100% of the initial shares of the capital stock of Granwest Intermediate Holding Company.

2.4. Surplus Funds. Immediately prior to the Reorganization, GIA will have surplus funds reasonably adequate to preserve the security of the holders of its Policies and its ability to continue successfully in business in the states in which it is presently authorized to conduct business, and in the kinds of insurance it is currently authorized to transact.

2.5. Preservation of Mutuality. As described in Section 2.10 below, the Persons who are Members of GIA immediately prior to the Effective Date and the Persons who became Members of Granwest Mutual Holding Company as part of the Reorganization, will constitute 100% of the Members of Granwest Mutual Holding Company immediately following the Effective Date, and Granwest Mutual Holding Company will indirectly own 100% of the shares of voting stock of Converted GIA as required by applicable law, thereby preserving the mutuality of GIA through its reorganization into Converted GIA and Granwest Mutual Holding Company pursuant to §48.09.400 et. seq. of the Washington Insurance Code.

2.6. Continuation of Corporate Existence. On the Effective Date, the articles of incorporation of GIA shall be amended to reorganize GIA into a Washington stock insurance company. Converted GIA shall be considered to have been incorporated and organized at the time that GIA was originally incorporated and organized. The corporate existence of GIA shall be continued uninterrupted in Converted GIA.

2.7. Rights and Obligations of Converted GIA. Upon completion of the Reorganization, the title to all property and all rights, licenses, privileges and liabilities owned by GIA as of the Effective Date shall automatically vest in Converted GIA, without reversion or impairment and without any other conveyances, transfer or assignment having occurred. Converted GIA shall exercise all of the rights and powers and perform all of the duties conferred or imposed by applicable law upon insurers writing the classes of insurance written by GIA before the Effective Date, and shall retain the rights and contracts existing prior to the Effective Date, except with respect to the Membership Interests in GIA that are extinguished and replaced by Membership Interests in Granwest Mutual Holding Company, as provided in Section 2.3(b).

2.8. Directors, Officers and Employees. At and after the Effective Time, and in each case until their successors have been duly elected and qualified, (i) the board of directors and officers of Granwest Mutual Holding Company will consist of the individuals identified on Exhibit G, (ii) the board of directors and officers of Granwest Intermediate Holding Company shall consist of the individuals identified on Exhibit H, and (iii) the board of directors and officers of Converted GIA shall consist of the individuals identified on Exhibit I. The employees of Converted GIA and its subsidiaries shall continue in like capacity without regard to the Reorganization, subject to any and all existing rights and obligations of such parties and Converted GIA and its subsidiaries pursuant to existing contracts and applicable law.

2.9. Continuation of Policies. On and after the Effective Date, every Policy of GIA shall continue as a Policy of Converted GIA and all rights to receive the insurance coverage and other benefits specified in such Policy in accordance with the terms and provisions thereof shall be and remain as they existed immediately prior to the Effective Date until in each case the date of termination whether as a result of lapse, expiration, nonrenewal, cancellation, termination, rescission or novation of such Policy.

2.10. Members of Granwest Mutual Holding Company.

(a) Each Person who is a Member of GIA immediately prior to the Effective Date shall automatically become a Member of Granwest Mutual Holding Company.

(b) Each Person who becomes the owner of one (1) or more Policies issued, renewed, or assumed by Converted GIA on or after the Effective Date shall automatically become a Member of Granwest Mutual Holding Company.

(c) Each Person who becomes the owner of one (1) or more Policies issued, renewed, or assumed by any direct or indirect insurance company subsidiary of Granwest Mutual Holding Company that has been designated by the board of directors of Granwest Mutual Holding Company (a "Designated Subsidiary"), on or after the Effective Date shall automatically become a Member of Granwest Mutual Holding Company. It is expected that the board of directors of Granwest Mutual Holding Company shall designate GPC as a Designated Subsidiary following the Effective Date.

(d) Each Person who becomes the owner of one (1) or more Policies issued, renewed, or assumed by a mutual insurance company that has, in accordance with §48.31.010 and §48.31B.015 of the Washington Insurance Code and with the prior approval of the Insurance Commissioner, merged its Policyholder interests into Granwest Mutual Holding Company and continued its corporate existence as a stock insurer subsidiary of Granwest Mutual Holding Company or an intermediate stock holding company (such other company, a "Merged Company"), including persons who become Policyholders of such Merged Company after the effective date of the merger, will automatically become members of Granwest Mutual Holding Company.

(e) Any Member of Granwest Mutual Holding Company shall cease to be a Member of Granwest Mutual Holding Company, and all associated rights and privileges of such Member shall cease, as of such Person's Membership Termination Date.

2.11. Articles of Incorporation and Bylaws of Converted GIA. On the Effective Date the articles of incorporation of GIA shall be amended as set forth in the Application for Amendment to GIA Charter in substantially the form attached hereto as Exhibit A. On the Effective Date, the bylaws of the Grange Insurance Association shall be amended and restated in substantially the form attached hereto as Exhibit B.

2.12. Articles of Incorporation and Bylaws of Granwest Mutual Holding Company. On the Effective Date, the articles of incorporation of Granwest Mutual Holding Company shall be substantially in the form as set forth in Exhibit C. On the Effective Date, the bylaws of Granwest Holding Company shall be substantially in the form as set forth in Exhibit D.

2.13. Articles of Incorporation and Bylaws of Granwest Intermediate Holding Company. On the Effective Date, the articles of incorporation of Granwest Intermediate Holding Company shall be substantially in the form as set forth in Exhibit E. On the Effective Date, the bylaws of Granwest Intermediate Holding Company shall be substantially in the form as set forth in Exhibit F.

2.14. Organizational Structure. The current organizational structure of GIA is as set forth in Exhibit J and the proposed organizational structure of Granwest Mutual Holding Company and its subsidiaries following completion of the Reorganization is as set forth in Exhibit K.

ARTICLE 3

APPROVALS IN ADVANCE OF SUBMISSION TO THE INSURANCE COMMISSIONER

3.1. Approval by the Board of Directors of GIA. The Board of Directors of GIA has unanimously approved this Reorganization Plan and directed that this Reorganization Plan be submitted to the Insurance Commissioner for approval and then to a vote of the Eligible Members.

ARTICLE 4

SUBMISSION TO, AND APPROVAL BY, THE INSURANCE COMMISSIONER

4.1. Submission of the Reorganization Plan. This Reorganization Plan shall be submitted to the Insurance Commissioner for the Insurance Commissioner's review and approval. In addition to the Reorganization Plan, GIA will submit to the Insurance Commissioner, among other things, the following documents:

(a) the proposed articles of incorporation and the proposed bylaws of Granwest Mutual Holding Company;

(b) the proposed articles of incorporation and the proposed bylaws of Granwest Intermediate Holding Company;

(c) the proposed Application for Amendment to GIA Charter and the proposed amended and restated bylaws of Converted GIA;

(d) any other information related to Granwest Mutual Holding Company or the Reorganization as the Insurance Commissioner may reasonably require.

4.2. Approval by the Insurance Commissioner. The Insurance Commissioner, if satisfied that the interests of the Policyholders of GIA are properly protected by this Reorganization Plan and that this Reorganization Plan is fair and equitable to the Policyholders of GIA, shall approve this Reorganization Plan as provided in §48.09.400 et seq. of the Washington Insurance Code.

4.3. Approval of Charter and Bylaws by the Insurance Commissioner and Filing with the Washington Secretary of State. The Application for Amendment to GIA Charter and the amended and restated bylaws of Converted GIA shall be subject to the approval of the Insurance Commissioner and, as applicable, filing with the Washington Secretary of State in accordance with Section §23B.02.030 of the Act. The articles of incorporation of Granwest Mutual Holding Company and Granwest Intermediate Holding Company shall become effective upon their filing with the Washington Secretary of State in accordance with Section §23B.02.030 of the Act.

ARTICLE 5

APPROVAL BY ELIGIBLE MEMBERS

5.1. Member Vote. After approval of this Reorganization Plan by the Insurance Commissioner, the Reorganization Plan and the Application for Amendment to GIA Charter shall be submitted to a vote at a special meeting of the Members of GIA. Voting shall be in accordance with the

provisions of 48.09.410(5) of the Washington Insurance Code and, to the extent not inconsistent therewith, the bylaws of GIA. The required vote to approve this Reorganization Plan and the Application for Amendment to GIA Charter shall be no less than two-thirds (2/3) majority of the Eligible Members voting at the Members Meeting.

5.2. Notices of Member Meeting. Notice of the Member Meeting shall be mailed to each Eligible Member not less than forty-five (45) days in advance of the Member Meeting.

ARTICLE 6 CONDITIONS PRECEDENT TO REORGANIZATION

6.1. Approval by Insurance Commissioner and Members. This Reorganization Plan shall not become effective, and the Reorganization shall not be consummated, until this Reorganization Plan has been approved as follows:

(a) this Reorganization Plan (including the proposed Application for Amendment to GIA Charter) are approved by the Insurance Commissioner as set forth in Article 4 above, and

(b) this Reorganization Plan and the Application for Amendment to GIA Charter are approved by the Eligible Members as set forth in Article 5 above.

6.2. Tax Matters. This Reorganization Plan shall not become effective, until GIA has received either a private letter ruling issued by the Internal Revenue Service or an opinion of a tax advisor or other independent tax advisor substantially to the effect that:

(a) the Members will not recognize taxable gain or loss in connection with the Reorganization; and

(b) neither Granwest Mutual Holding Company, Granwest Intermediate Holding Company nor GIA will recognize gain or loss in connection with the Reorganization.

6.3. Securities Law Matters. This Reorganization Plan shall not become effective until GIA has received either a “no-action” letter from the Securities and Exchange Commission or an opinion from Troutman Pepper Locke LLP or other independent counsel in form and substance satisfactory to the duly authorized officers of GIA with respect to certain federal securities law matters.

6.4. Effective Date of Reorganization Plan. This Reorganization Plan shall become effective, and the Reorganization shall be consummated on the date upon which the last of each of the following actions shall have occurred (the “Effective Date”):

(a) the conditions precedent in Section 6.1 hereof have been satisfied;

(b) the Insurance Commissioner has issued an amended certificate of authority for Converted GIA;

(c) the Insurance Commissioner has approved the Application for Amendment to GIA Charter pursuant to §48.09.430 of the Washington Insurance Code;

(d) the Insurance Commissioner has issued to Converted GIA a certificate of amendment in respect of Application of Amendment to GIA Charter pursuant to §48.09.430 of the Washington Insurance Code;

(e) the articles of incorporation of Granwest Mutual Holding Company have been filed with and accepted by the Washington Secretary of State pursuant to §23B.02.030 of the Act; and

(f) the articles of incorporation of Granwest Intermediate Holding Company have been filed with and accepted by the Washington Secretary of State pursuant to §23B.02.030 of the Act.

6.5. Expiration of Approval. Pursuant to §48.09.430(3) of the Washington Insurance Code, if the Effective Date of this Reorganization Plan does not occur within one (1) year of the date that the Insurance Commissioner has approved this Plan, such approval shall expire unless an extension is provided by the Insurance Commissioner.

ARTICLE 7 ADDITIONAL PROVISIONS

7.1. Liabilities of Members. Pursuant to §48.09.440(4) of the Washington Insurance Code, a Member of Granwest Mutual Holding Company shall not, by virtue of being a Member of Granwest Mutual Holding Company, be personally liable for the acts, debts, liabilities, or obligations of Granwest Mutual Holding Company, Granwest Intermediate Holding Company, Converted GIA or any of their respective subsidiaries or affiliates.

7.2. Majority Ownership of Voting Stock by Granwest Mutual Holding Company. Granwest Mutual Holding Company shall, as required by applicable law, at all times own a majority of the voting stock of Granwest Intermediate Holding Company, which shall, as required by applicable law, at all times own all of the voting stock of Converted GIA. As of the date hereof, none of Granwest Intermediate Holding Company nor Converted GIA intend to offer voting stock to third parties.

7.3. Election of Board of Directors of Granwest Mutual Holding Company. The initial Board of Directors of Granwest Mutual Holding Company, and the classes thereof, is set forth in Exhibit G. The Board of Directors of Granwest Mutual Holding Company shall be divided into three equal classes of directors designated as Class I, Class II and Class III, respectively, with each class holding office for a period of three (3) years; provided that the terms for the classes of the initial Board of Directors of Granwest Mutual Holding Company shall expire in 2027, 2028, and 2029, respectively.

7.4. Withdrawal of Reorganization Plan. At any time before the Effective Date, the Board of Directors of GIA may withdraw this Reorganization Plan in its discretion. In the event that this Reorganization Plan is withdrawn, the rights of the Members of GIA shall remain as they currently exist without any alteration as a result of this Reorganization Plan.

7.5. Solicitation Permits. In connection with the Reorganization, Granwest Mutual Holding Company and Granwest Intermediate Holding Company shall apply for and receive a solicitation permit pursuant to Section 6.030 of the Washington Insurance Code. Further, prior to any subsequent issuance of common stock by either Granwest Intermediate Holding Company, Converted GIA, or any of their subsidiary insurance companies, such issuing entity shall apply for and receive a solicitation permit pursuant to Section 06.180 of the Washington Insurance Code.

7.6. Agreements Among Affiliates. Granwest Mutual Holding Company or any of its subsidiaries or affiliates may enter into tax sharing agreements, management agreements, administrative or other service contracts, other cost-sharing arrangements, and similar agreements with another affiliate, subject to any required regulatory approval by the Insurance Commissioner pursuant to the Washington Insurance Code.

7.7. Intended Benefits of the Reorganization Plan. In addition to any other benefits that may accrue as a result of the Reorganization Plan, the Reorganization Plan expressly contemplates that the following benefits be available to the Company: (a) the opportunity to pursue geographic expansion through subsidiary insurance companies while maintaining a mutual company structure and culture; (b) enhancing the Company's ability to acquire and grow non-insurance businesses; (c) expanding the Company's options regarding the pursuit of mergers with, and acquisitions of, other insurance companies or mutual insurance holding companies; and (d) enhancing the ability of the Company to access capital and other forms of corporate financing.

7.8. Governing Law. The terms of this Reorganization Plan shall be governed by and construed solely in accordance with the laws of the State of Washington, regardless of applicable principles of conflicts of laws.

7.9. Headings. Article and Section headings contained in this Reorganization Plan are used for convenience only and shall not be considered in construing or interpreting any of the provisions hereof.

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IN WITNESS WHEREOF, Grange Insurance Association, by authority of its Board of Directors, has caused this Reorganization Plan to be signed by its President and attested to by its Corporate Secretary on the Adoption Date referenced above.

GRANGE INSURANCE ASSOCIATION

ATTESTED BY:

EXHIBITS

Exhibit A	Application for Amendment to the Charter of Grange Insurance Association
Exhibit B	Amended and Restated Bylaws of Grange Insurance Association
Exhibit C	Articles of Incorporation of Granwest Mutual Holding Company
Exhibit D	Bylaws of Granwest Mutual Holding Company
Exhibit E	Articles of Incorporation of Granwest Intermediate Holding Company
Exhibit F	Bylaws of Granwest Intermediate Holding Company
Exhibit G	Articles of Incorporation of Granwest Property & Casualty
Exhibit H	Bylaws of Granwest Property & Casualty
Exhibit I	Board of Directors and Officers of Granwest Mutual Holding Company
Exhibit J	Board of Directors and Officers of Granwest Intermediate Holding Company
Exhibit K	Board of Directors and Officers of Converted Grange Insurance Association
Exhibit L	Current Organizational Structure of Grange Insurance Association and its Affiliates
Exhibit M	Post Reorganization Organizational Structure of Granwest Mutual Holding Company and its Affiliates

Exhibit A

Application for Amendment to the Charter of Grange Insurance Association

ARTICLES OF INCORPORATION
OF
GRANGE INSURANCE ASSOCIATION

Filed August 6, 1931
Including all amendments through [January 1, 2026]

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned citizens and residents of the United States and of the State of Washington, desiring to associate and incorporate ourselves as a corporation under the laws of the State of Washington, have executed in quadruplicate and do hereby adopt the following Articles of Incorporation:

ARTICLE I.

The names and addresses of the incorporators of this company are:

C. F. Keiser	Wenatchee, Washington
F. A. Hodges	Pullman, Washington
H. W. Seaman	Marcus, Washington
Frank Fenton	Goldendale, Washington
Robt. I. Burrill	Yakima, Washington
G. E. Van Horn	Marietta, Washington
Herman Steffen	Monroe, Washington
Geo. Twidwell	Montesano, Washington
L. S. Sperber	Vancouver, Washington
Chas. Gessell	Forest, Washington

ARTICLE II.

The name of this company shall be GRANGE INSURANCE ASSOCIATION.

ARTICLE III.

The objects and purposes for which this corporation is formed are:

1. This corporation is formed for the purpose of transacting any or all kinds of insurance or parts or subdivisions thereof for which authority may separately or collectively be given pursuant to law.
2. To issue policies of insurance upon either the participating or non-participating plan, or both.
3. To do any and all things necessary, appertaining, or convenient to the execution of the objects and purposes above stated.
4. To have and enjoy every other right and power which is now or which may hereafter be granted by law to corporations similarly engaged, subject to express limitations and restrictions applicable to fraternal mutual property insurers under the laws of the State of Washington.

ARTICLE IV.

The duration of this corporation shall be perpetual.

ARTICLE V.

The number of directors of this corporation shall be not less than a total of five (5) directors, as from time to time designated pursuant to these bylaws. The company's bylaws provide the term of office for Directors shall be for a period of three (3) years

ARTICLE VI.

The principal place of business of this corporation shall be located in the City of Seattle, King County, State of Washington. This corporation shall have the power to engage in business in any or all portions of the United States of America, its Territories and Possessions, as shall be determined by its Board of Directors.

ARTICLE VII.

The Board of Directors of this corporation shall have the power to make and amend its bylaws; provided that any such bylaw or amendment shall be submitted to the members of this Association at the next succeeding meeting of such members.

ARTICLE VIII.

Indemnification and Limitation of Director Liability

To the full extent that the Washington Business Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its members for monetary damages for conduct as a director. Every director and officer shall be indemnified against all liabilities, civil and criminal, incurred in relation to his duties, including reasonable costs of defense, except to the extent that he shall have been finally adjudged to be liable for negligence or misconduct in the matter out of which the liability arises. Any amendment to or repeal of this Article VIII shall not adversely affect any right or protection of a director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE IX.

Capital Stock

Upon converting to a reorganized stock insurer, the company shall have authority to issue not more than one thousand (1,000) shares of a single class of common stock with \$6,000.00 par value per share. At all times one hundred percent (100%) of the voting shares of the company shall be owned by Granwest Intermediate Holding Company.

ARTICLE IX.

Mutual Holding Company System

Upon the effectiveness of this Application for Amendment of Charter, the corporation shall be reorganized as a stock insurer as part of a mutual insurance holding company system pursuant to the Washington Insurance Code. The policyholders of the corporation immediately prior to its reorganization as a stock insurer shall become members of Granwest Mutual Insurance Holding Company, the mutual insurance holding company formed upon completion of the reorganization, and the policyholders' membership interests in the corporation shall be extinguished.

* * *

The amendment to the Charter set forth herein has been duly approved by the Company's Board of Directors and by a vote of two-thirds (2/3) of the Company's members in accordance with the Revised Code of Washington 48.07.070(1) voting at a lawful meeting of the members of the Company.

Effective:
[January 1, 2026]

Exhibit B

Amended and Restated Bylaws of Grange Insurance Association

AMENDED AND RESTATED BYLAWS OF GRANGE INSURANCE ASSOCIATION

Effective [____], 2025

ARTICLE I.

Offices

Section 1. Principal Office. The principal place of business of Grange Insurance Association this (“**Corporation**”) shall be in Seattle, King County, State of Washington; provided, however, that the principal office may be changed at any time by act of the Board of Directors, and the Corporation may also have other offices in such place or places as the Board may from time to time appoint, or the business of the Corporation may require.

Section 2. Insurance Territories. The Corporation may be authorized to transact insurance in no more than thirteen (13) districts, with boundaries as from time to time fixed by the Board of the Directors of the Corporation.

ARTICLE II.

Stock and Stockholders

Section 1. Endorsement of Stock Certificates. All certificates of stock shall be signed by the President and Secretary of the Corporation and attested by the Corporation’s seal.

Section 2. Transfer of Stock. Certificates of stock may be transferred, sold, assigned, or pledged by endorsement in writing on the back of the certificate by the transferor to the transferee; provided, that until notice is given to the Secretary of the Corporation, and the surrender of the certificates of stock for cancellation, and for the issue of a new certificate in lieu thereof, the Corporation may treat the transferor as being still the owner of the stock.

Section 3. Cancelled Certificates. Surrendered certificates shall be duly marked “Cancelled”, with the date of cancellation by the Secretary.

Section 4. Duplicate Certificates. Duplicate certificates of stock may be issued for such as may have been lost or destroyed upon such terms and security as the Board of Directors may designate.

Section 5. Authorized Shares. The capital stock of the Corporation shall consist of such amount and shares as are provided for from time to time in its Articles of Incorporation.

Section 6. Record Date. The Board of Directors shall close its register of stockholders for a period of not exceeding ten (10) days preceding any meeting, annual or special, of the stockholders or one (1) day appointed for the payment of a dividend.

Section 7. Dividends. Dividends upon the capital stock of the Corporation, when earned, may be declared by the Board of Directors at any regular or special meetings. Before payment of any dividend or making any distribution of profits, there may be set aside out of the surplus or net profits of the Corporation such sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purposes as the Board of Directors, from time to time, shall think conducive to the interest of the Corporation.

Section 8. Corporation's Ownership. At all times, Granwest Intermediate Holding Company shall own a majority of the Corporation's voting stock.

ARTICLE III. **Stockholders' Meetings**

Section 1. Location of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation or at such other convenient place (including remotely) as shall be designated by advance notice duly given all stockholders.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on the third Monday of March of each year, or if a legal holiday, then on the next regular day following, at such time as determined by the Board of Directors, but if such day shall be a legal holiday, the meeting shall be held at the same hour and place on the next succeeding day not a holiday, or such other date and time as may be determined by the Board of Directors from time to time, when the stockholders holding a majority of all issued voting stock shall vote to elect directors to fill vacancies then existing on the Board of Directors, examine and consider the annual report of the officers and Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. Quorum. The holders of a majority of all stock issued, and entitled to vote thereat, present in person, or represented by proxy as provided in Article III, Section 3 below, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such majority shall not be present or represented at any meeting of the stockholders, a majority of the Board of Directors may adopt a resolution to adjourn the meeting from time to time for a date not more than one hundred twenty (120) days after the original record date for determining the stockholder's eligible to vote at such meeting, without notice other than announcement at the meeting, and at such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified, except that any meeting at which directors are to be elected shall be adjourned only from day to day until the directors have been elected.

Section 4. Stockholder Votes. At each stockholder's meeting, every stockholder shall have one (1) vote for each share of voting stock registered in such stockholder's name on the books of the Corporation, except that no share of stock shall be voted on at any election of directors which has been transferred on the books of the Corporation within seven (7) days next preceding such election. Every stockholder shall have the right to vote in person, including by electronic means approved by the Board of Directors, or by proxy appointed by an instrument in writing subscribed by such stockholder and such proxy shall be valid until the expiration of the term stated on the proxy and if no term is stated, eleven (11) months from the date of receipt of such proxy by the Corporation's Secretary, unless said proxy provides that it is irrevocable and the appointment is coupled with an interest. A majority of the votes cast in a meeting, duly called and at which a quorum is present, shall be sufficient to take or authorize action to be taken upon any matter which may properly come before the meeting, except as otherwise provided in these bylaws.

Section 5. Notice of Meetings. Except as otherwise required by law or by the Corporation's Articles of Incorporation, written notice of annual meetings not being held on the third Monday of March (or if a legal holiday, then on the next regular day following) pursuant to Section 2

above or of any special meeting of the Corporation's stockholders shall be given by electronic communication to each stockholder who is entitled to vote thereat (and also to such stockholder's attorney or proxy, if the address of said attorney or proxy is on file with the Secretary of the Corporation) at such email address as appears on the register of stock of the Corporation at least ten (10) days prior to the meeting and no more than sixty (60) days prior to the date of the meeting. If a stockholder notifies the Corporation that such stockholder does not wish to receive notices electronically then such notice shall be provided by physical mail at such stockholder's physical mailing address. If sent by electronic communication, each such notice shall be directed to the stockholder at the current electronic mail address of such stockholder shown in the records of the Corporation. If sent by physical mail, each such notice shall be directed to the stockholder at the last address of such stockholder shown upon the policy or records of the Corporation.

Notice of any meeting of stockholders shall not be required to be given to any stockholder, who in person or by their authorized attorney, shall waive such notice in writing either before or after such meeting. Attendance of a stockholder at a meeting, either in person or by proxy, shall in and of itself constitute a waiver of such notice and a waiver of any and all objections to the date, place and time of the meeting, and to the manner in which it has been called or convened, except when a stockholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business which the stockholder might have. If any matter is to be voted upon by the stockholders at any meeting, the notice with respect to that meeting shall be accompanied by a proxy in the form approved by the Board of Directors of the Corporation. Any notice given by physical mail shall be deemed to have been given on the date such notice shall be deposited in the mail with first-class postage prepaid. Notice of the reconvening of any adjourned meeting of stockholders shall not be required to be given so long as the date, time and place of such reconvening is given prior to such adjournment. In the case of an annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting unless the purpose or purposes of the meeting constitute a matter which the Washington Business Corporation Act requires to be stated in the notice of the meeting. In the case of any special meeting, the notice of the meeting shall state the purpose or purposes for which the meeting is called.

Section 6. Stockholders Entitled to Vote. A complete list of the stockholders entitled to vote at any stockholder meeting, arranged in alphabetical order, with the residence of each and the number of voting shares held by each, shall be prepared by the Secretary and filed in the office where the meeting is to be held, at least ten (10) days before the meeting, during the usual hours for business and during the whole time of meeting, shall be open to the examination of any stockholders or shall be made available to stockholders electronically as provided in the notice of the meeting.

Section 7. Special Meetings. Special meetings of the stockholders for any purpose or purposes shall be called by the Chairperson of the Board or the Secretary at the request in writing of fifty percent (50%) of the Corporation's directors, or at the request in writing of any stockholder or stockholders holding sufficient voting stock to entitle such stockholder or stockholders to fifty percent (50%) of the total votes represented by the voting stock of the Corporation issued and outstanding. Such request shall state the purpose or purposes of the proposed meeting.

Section 8. Notice of Special Meetings. Written notice of special meetings of stockholders, stating the time and place and matters thereof, shall be mailed or provided by email, as

hereinafter provided, at least ten (10) days before the meeting, to each stockholder entitled to vote thereat (and to their attorney or proxy if the address of such attorney or proxy is on file with the Secretary of the Corporation) at such address as appears on the books of the Corporation.

Section 9. Business at Meetings.

(a) Business transacted at any annual or special meeting shall be confined to the matters stated in the applicable notice of meeting. In no event shall any business be conducted at any annual or special meeting of the stockholders that involves a proposal (i) that is improper subject for action by stockholders of a mutual insurance holding company under Washington law or regulations, (ii) which, if implemented, would cause the Corporation to be in violation of any state, federal or foreign law or regulation applicable to the Corporation, (iii) relating to the redress of a personal claim or grievance against the Corporation or any other person, or which is designed to result in a benefit to an individual stockholder, or to further a personal interest, which is not shared by the other stockholders at large, (iv) which the Corporation would lack the power or authority to implement, (v) dealing with a matter relating to the Corporation's ordinary business operations, (vi) relating to the election of a person to any committee or internal administrative body of the Corporation or to the Board of Directors other than in accordance with the nomination procedures prescribed in Section 10 of Article IV, (viii) which has already been substantially implemented by the Corporation, or (ix) which is otherwise properly excludable.

(b) Except as authorized by the Board of Directors, in no event shall any stockholder be permitted to bring any item of business to be conducted at any annual or special meeting of the stockholders that (i) is substantially similar to business brought by or on behalf of a stockholder at a meeting held during the previous three (3) years, and (ii) failed to be approved by ten percent (10%) of the stockholder votes cast thereon, in person or by proxy, at such prior meeting. In no event shall the restrictions in the preceding sentence apply to nominations made in accordance with the procedures in Section 10 of Article IV or to matters brought by or on behalf of the Corporation. The Corporation shall have no obligation to include information concerning any business proposed by a stockholder, including, but not limited to, the election of directors, in any proxy solicitation materials or statements made by the Corporation to stockholders, in the absence of approval by the Board of Directors.

(c) The submission by a stockholder of business to be brought before an annual meeting of stockholders shall have been made in proper written form, signed by stockholders representing not less than twenty percent (20%) of the Corporation's outstanding stock and filed with the Chairperson of the Board and the Secretary of the Corporation at least ninety (90) days before the date of the annual meeting. To be in proper written form, a stockholder's notice to the Secretary of the Corporation regarding business to be brought before an annual or special meeting of stockholders must set forth (i) the name and record address of the stockholder submitting the notice, as well as all other stockholders signing the notice, (ii) a representation that the stockholder submitting the notice intends to appear in person or by proxy at the meeting to introduce the item of business specified in the notice, (iii) a description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest, if any, of the stockholder submitting the notice and/or other stockholders signing the notice in such business, and (iv) a description of all agreements, arrangements and understandings, if any, between the stockholder submitting the notice and/or

other stockholders signing the notice in such business, and (v) a description of all agreements, arrangements and understandings, if any, between the stockholder submitting the notice and/or any stockholder signing the notice and any other person or persons (including their names) in connection with the proposal of such business by such stockholder. The Chairperson or a majority of the directors then in office shall have the power and duty to determine whether the stockholder's notice was in proper form and made in accordance with the procedures set forth in this Section.

ARTICLE IV. **Board of Directors**

Section 1. Composition of Board. The affairs of the Corporation shall be managed by a Board of Directors, not less than three (3) in number and no more than thirteen (13) who shall be divided into three (3) classes of directors designated as Class I, Class II and Class III, respectively. The Board of Directors shall be comprised of such number of directors fixed by resolution adopted by the Board.

Section 2. Meetings of the Board. The directors shall hold their meeting at the executive offices of the Corporation, or at such other place as they may from time to time determine.

Section 3. Powers of the Board. In addition to the powers and authorities by these bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 4. Director Term. The directors' terms of office shall be for a period of three (3) years each other than as provided in the sentence appearing immediately below and consistent with the dates of office of the corresponding terms of said directors and class to which such director is designated. The terms of office for directors elected prior to the 2026 annual meeting of stockholders shall expire sequentially by class beginning with Class I in 2026, Class II in 2027, and Class III in 2028. Directors thereafter elected to fill vacancies existing because of expiration of terms shall be elected for terms of three (3) years each. The term of any elected director who has not served more than one (1) year as a director in the past shall automatically expire at the first succeeding annual meeting of members at which directors are elected unless such director is nominated and re-elected at such first succeeding annual meeting to a term commensurate with the term, or remaining unexpired term, of the remaining directors of the applicable class to which the director was originally elected. Directors elected to fill vacancies existing because of the creation of additional directorships shall be elected for such a first term corresponding to the remaining term of the class to which such director is being designated. A director elected by the Board of Directors to fill a vacancy occurring between annual meetings of the stockholders shall hold office until expiration of the term of the vacating director. All terms shall commence as of the date of election and each director shall serve for the term for which elected and until their successor shall have been duly elected and qualified, unless in the case of the earlier: (a) the death of such director, (b) the voluntary resignation of the director, (c) the permanent Disability of the director as determined by and acknowledged by resolution of two-thirds (2/3) of the remaining members of the Board, (d) for Cause upon vote by the stockholders holding a majority of the Corporation's outstanding voting stock voting at an annual meeting or special meeting of stockholders, (e) without Cause upon the vote of

stockholders holding sixty-seven percent (67%) of the Corporation's outstanding voting stock voting at an annual or special meeting of the stockholders or (f) if such director no longer meets the director eligibility requirements set forth in Section 7 of this Article IV. For purposes of this Section 4, "**Disability**" shall mean the significant impairment, resulting from any physical or mental condition, which impairs a director's ability to perform such director's duties as a director of the Corporation. "**Cause**" shall mean (a) conviction, plea of nolo contendere, or any settlement which involves the payment of any fines or penalties for any felony or crime involving moral turpitude or a violation of federal or state securities laws, (b) commission of any material act of dishonesty, such as embezzlement, against any company resulting or intended to result in a material personal gain or enrichment of such director at the expense of such company and which act, if made the subject of criminal charges, would be reasonably likely to be charged as a felony, (c) refusal to perform the duties required as a director, (d) the declaration of unsound mind by an order of the court, (e) adjudication of such director as bankrupt, or (f) a director's significant violation of the Board Code of Ethical Business Conduct.

Section 5. Committees of the Board. The Board may constitute such permanent or temporary committees, including an Executive Committee, an Audit Committee, a Compensation Committee, a Nominating Committee, and such other committees as are deemed necessary and delegate thereto such powers as from time to time are deemed necessary. Each committee of the Board shall consist of at least three (3) directors.

(a) Election and Term. Other than as provided in clause (b) below, each member of any committee shall hold office until the next regular annual meeting of the Board of Directors following such director's designation and until such director's successor is designated, elected and qualified. Other than as provided in clause (b) below, any vacancy in any committee may be filled by action of the Chairperson of the Board or by a resolution adopted by a majority of the full Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors may designate one (1) or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of such committee. Any member of any committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of any committee may resign from such committee at any time by giving written notice to the Chairperson of the Board, the President and Chief Executive Officer or the Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Executive Committee. The Executive Committee shall be composed of the Chairperson of the Board, Vice Chairperson of the Board, and three (3) directors.

- (i) The director members of the Executive Committee shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The Board of Directors shall nominate one (1) or more nominees to fill a vacant position on the Executive Committee. The Board of Directors shall vote to elect the person to fill the vacant position on the Executive Committee. A majority of the votes cast shall be required for election.
- (ii) Except as provided in clause (iv) below, Executive Committee members shall serve a term of three (3) years.

- (iii) The term of an Executive Committee member shall be co-terminus with the term of the class such director has been appointed to as provided in Article IV, Section 4.
- (iv) Vacancies on the Executive Committee which occur prior to the expiration of an Executive Committee member's term shall be filled by the Board of Directors at a regular meeting or a special meeting called for that purpose. Eligible nominees shall be elected to serve the remainder of the Executive Committee member's term.
- (v) The Executive Committee shall meet as necessary in those months when there is no meeting of the Board of Directors. The Executive Committee shall conduct such business for the Board of Directors as may be essential to the operation of the Corporation and which cannot be reasonably delayed until the next meeting of the Board of Directors. Any action undertaken or business conducted by the Executive Committee shall be considered for ratification by the entire Board of Directors at its next regular meeting. An Executive Committee meeting shall be called by either the Chairperson of the Board or by three (3) other Executive Committee members. The Executive Committee shall keep full and complete minutes of its meetings and proceedings and shall submit such minutes and actions therein recorded to the Board of Directors at the next following meeting of the Board of Directors.

(c) Nominating Committee. The Nominating Committee shall consist of a total of five (5) directors, including the Chairperson of the Board and four (4) other directors who shall be elected annually by the Board from among directors not eligible for election as a director at the next annual meeting of the Corporation's stockholders. The Chairperson of the Board shall be designated as the Chairperson of the Nominating Committee unless such person is eligible for election as a director at the next annual meeting of the Corporation's stockholders, in which event, the Chairperson shall not be a member of the Nominating Committee. Instead, the Board shall elect five (5) directors who are not eligible for election as a director at the next annual meeting of the Corporation's stockholders and the Nominating Committee will elect the Chairperson of the Nominating Committee and the Chairperson of the Nominating Committee shall be permitted to invite the Chairperson of the Board to attend meetings of the Nominating Committee in a non-voting capacity at the Chairperson of the Nominating Committee's discretion.

Section 6. Duties of Directors and Compensation. A director shall attend and participate in meetings of the Board. A director may have such other duties as may from time to time be designated by the Board. A director shall receive such compensation and expense allowance as determined by resolution of the Board. Upon two-thirds (2/3) vote of the Board, the Board may take disciplinary actions against a director, including suspension of compensation or other action as the Board deems appropriate, in the event of significant instances of violation of the Board Code of Ethical Business Conduct.

Section 7. Director Eligibility. No person shall be eligible for election to the Board of Directors who is not a natural person or who is under the age of eighteen (18) years of age. Candidates for nomination who will obtain the age of seventy-two (72) years or older by the annual meeting

for which such nominee was a candidate for election may not serve as director, unless that candidate at the time of their election was already serving as a director of the Corporation. Notwithstanding the foregoing, directors of the Corporation who will attain the age of eighty (80) years or older by the annual meeting for which they would be a candidate for election are not eligible for nomination as a director.

Section 8. Director Vacancies. The Board of Directors shall have the power to fill vacancies on the Board occurring between elections. Elections to fill vacancies existing or occurring in the Board of Directors shall be held at the annual meeting of stockholders, and directors so elected shall hold office until their successors shall have been elected and qualified.

Section 9. Election of Directors. Each share of voting stock shall entitle its holder to cast one (1) vote for each position on the Board of Directors to be filled at the annual meeting of stockholders. Such votes are not cumulative. The candidates receiving the highest number of votes shall be elected to the Board of Directors. In case of a tie, a run-off election shall be held in the manner prescribed by the Board of Directors. The Board of Directors shall have power to make and amend bylaws in such respects as shall not conflict with the Articles of Incorporation of the Corporation, and fill vacancies in the Board of Directors occurring between elections.

Section 10. Director Nominations. Nominations for election to the Board of Directors may be made by the Board of Directors after its consideration and approval or disapproval of nominees submitted by the Nominating Committee. The number of nominees shall equal the numbers of directors to be elected at the annual meeting of the stockholders. For any candidate rejected by the Board of Directors, the Nominating Committee shall submit a new candidate. The Board of Directors shall submit to the stockholders candidates approved by the Board of Directors for a vote of the stockholders.

In addition to its own nominees, the Nominating Committee shall submit to the Board of Directors the names of any eligible candidates nominated by petition for any vacancy on the Board of Directors. Such petitions shall be made in writing and signed by stockholders holding twenty percent (20%) of the Corporation's outstanding stock. The petition shall be delivered or mailed to the Secretary of the Corporation, not less than ninety (90) days prior to the annual meeting of stockholders. Such notification shall contain the following information (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; and (c) the name and residential address of the each of the nominating stockholders. Nominations not made in accordance herewith or which do not otherwise satisfy the eligibility criteria set forth in these bylaws may be disregarded by the Nominating Committee. The Board of Directors shall submit to the stockholders those nominees who qualify for nomination by petition.

ARTICLE V.

Meetings of Board of Directors

Section 1. Initial Board Meeting. The newly elected Board of Directors shall meet immediately following the meeting of the stockholders at which said Board is elected, for the purpose of organization or otherwise, and no notice of meeting shall be necessary to the newly elected directors in order to constitute the meeting, provided, that a majority of the Board shall be present.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be held at such time on the date of the annual meeting of the stockholders as fixed by resolution of the Board of Directors. Regular meetings of the Board of Directors may be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors and may be conducted by telephone conference or by video conference, provided all directors are able to simultaneously hear each other. Notice of such additional regular meetings shall be given each director not less than ten (10) days before the meeting. Except as otherwise provided by law, the Board may consider any matter coming before a regular meeting without advance notice of such matter.

Section 3. Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board and shall be called by the Chairperson of the Board on written request of a majority of the Board of Directors. Notice of a special meeting, signed by the Chairperson of the Board or by a majority of directors, shall be sent to each director by mail or by electronic means ten (10) days in advance at such address as appears on the books of the Corporation stating the purpose of the meeting. No business other than that stated in the notice shall be considered except upon affirmative vote of a majority of the full Board taken at such special meeting. Any director may in writing waive notice of any such meeting.

Section 4. Location of Meetings of the Board. Meetings of the Board of Directors shall be held at the Corporation's principal office or such other place, including via telephone or video conference, as may be designated by the Chairperson of the Board.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the transaction of all business, provided, that a lesser number may adjourn to a definite time. A majority of a quorum shall have full power to act except where the Bylaws require a greater number.

Section 6. Executive Sessions. The Board may have Executive Sessions of the elected Board. Executive Sessions may be called by the Chairperson of the Board or by a majority of the Board.

ARTICLE VI.

Officers

Section 1. Officers. The officers of the Corporation shall consist of the Chairperson, a Vice Chairperson, a President/Chief Executive Officer, one (1) or more Vice Presidents, a Secretary, and a Treasurer. The same individual may hold at the same time any two offices except those of Chairperson and of Vice Chairperson. Only the Chairperson and one (1) Vice Chairperson shall be elected from among the members of the Board of Directors. The election shall be by vote of the Board of Directors at the first Board meeting following the annual meeting of the Board held in the even-numbered years. The Chairperson of the board, the Vice Chairperson of the Board, and each member of the Executive Committee may be removed from the positions of Chairperson of the Board, Vice Chairperson of the Board or Executive Committee member by the affirmative vote of two-thirds (2/3) vote of the Corporation's directors given at a special or regular meeting of the Board of Directors. The Board shall appoint the President/Chief Executive Officer. The President/Chief Executive Officer shall appoint all other officers.

Section 2. Assistant Officers. The Board may establish such assistant officer positions as it shall find necessary. The President/Chief Executive Officer shall appoint individuals to hold

any such assistant officer positions, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board and at all meetings of the stockholders and shall have the authority to see that the actions of the Board and of the Executive Committee are carried out as defined by these respective bodies. From among the members of the Board the Chairperson shall appoint, each year, the members of each committee when such committees are so constituted by the Board of Directors, and fill by appointment vacancies occurring on committees. The order of precedence of Vice Chairperson of the Board shall be as fixed by the Board of Directors.

Section 4. Vice Chairperson of the Board. The Vice Chairperson shall, in the absence or disability of the President, perform the duty and exercise the powers of the Chairperson, and shall perform such other duties as the Board of Directors shall prescribe.

Section 5. President/Chief Executive Officer. The Board of Directors shall be responsible for hiring and overseeing a President/Chief Executive Officer, who will be responsible for the day-to-day operations of the Corporation and shall keep the Chairperson of the Board fully informed of significant activities. The President/Chief Executive Officer shall execute all policies, general warrants, bonds, debentures, assignments, mortgages, notes and all contracts and other legal documents binding upon the Corporation with the exception of bank checks, provided, however, that all such documents shall also be countersigned by the Secretary or Treasurer. The Board of Directors may, however, by resolution designate any other officer or officers to execute any or all such documents. After being chosen as President/Chief Executive Officer such person will immediately take office.

Section 6. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the stockholders and record all votes and minutes of all proceedings in a book or by electronic means to be kept for that purpose; and shall perform like duties for the standing committees when required. The Board may, however, meet in Executive Session without the Secretary being present, in which case the Chairperson shall appoint a *secretary pro tempore* to record any votes taken and minutes of any such meeting held in Executive Session. The Secretary shall keep in safe custody the seal of the Corporation and shall affix the same to any contracts of the Corporation requiring the Corporation's seal and shall attest the execution thereof as Secretary.

The Secretary shall have custody of the personal property of the Corporation, other than its funds and securities. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper voucher for such disbursements, and shall render to the President and the directors, at the regular meetings of the Board, or whenever they may require it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Corporation. All checks or drafts drawn against the funds of the Corporation shall be signed by the Treasurer or Assistant Treasurer. The Board may, however, by resolution designate any other officer or employee of the Corporation to execute any or all such checks or drafts.

Section 8. Vacancies. If the office of any officer or agent becomes vacant for any reason the Board of Directors may choose a successor or successors who shall hold office for such term as the Board of Directors shall designate.

Section 9. Delegation of Officer Duties. In case of the absence of any officer of the Corporation, the Board may delegate, for the time being, the powers or duties, or any of them of such office to any other person.

ARTICLE VII.

Subsidiary Stock Insurance Companies

The Corporation shall at all times own a majority of the voting stock of Granwest Property & Casualty.

ARTICLE VIII.

Fiscal Year

The fiscal year shall begin at 12:00 o'clock A.M. on the first day of January in each year and shall end at 12:00 o'clock midnight on the 31st day of December of each year.

ARTICLE IX.

Funds, Checks and Bonds

Section 1. Funds. All funds received by the Corporation in the course of its business and for its own account, shall be deposited in one (1) or more banking accounts of the Corporation and disbursed for the purpose and requirements of the Corporation only by checks. Funds in any other account in which the Corporation may have an interest by contract or otherwise may be disbursed only by check in a manner determined by the Board of Directors.

Section 2. Checks. Drafts, promissory notes, bills of exchange, acceptances and other instruments for the payment of money shall be signed by the Treasurer or any Assistant Treasurer appointed as provided in Article VI, Section 2 and countersigned by another officer as the Board of Directors shall direct, provided, that the Board of Directors shall at any time have the right to select any officer or employee of the Corporation and empower such person to sign checks and other instruments for the payment of money.

Section 3. Bonds. The Treasurer and other such officers and agents of the Corporation as shall handle or be responsible for the funds and assets of the Corporation which shall be bonded in such amounts and manner as shall be determined by the Board of Directors. The Secretary or Treasurer shall be bonded only in a responsible surety company, and other officers or agents shall be bonded in such manner as shall be determined by the Board of Directors; the cost of all such bonds provided for herein shall be borne by the Corporation.

ARTICLE X.

Indemnification

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, of the Corporation or, being or having been such a director, officer, employee, or agent, he or she is or was serving at the request of the Corporation as a director, officer, employee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or in any other capacity while serving as a director, officer, employee, shall be indemnified and held harmless by the Corporation to the full extent authorized by the Washington Business Corporation Act or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee, and shall inure to the benefit of their heirs, executors, and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director, officer, employee, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, whether the required undertaking has been tendered to the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, independent legal

counsel, or its stockholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of stockholders or disinterested directors, or otherwise.

Section 4. Insurance, Contracts, and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, regardless of whether the Corporation would have the power to indemnify such person against such expense, liability, or loss under the Washington Business Corporation Act. The Corporation may enter into contracts with any director, officer, employee, of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Separability of Provisions. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason, the validity and enforceability of the remaining provisions of this Article (including valid portions of paragraphs containing invalid provisions) shall in no way be affected or impaired thereby, and, to the fullest extent possible, the provisions of this Article shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 6. Partial Indemnification. If a claimant is entitled to indemnification by the Corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the Corporation shall nevertheless indemnify the claimant for the portion of such expenses, liabilities and losses to which the claimant is entitled.

Section 7. Successors and Assigns. All obligations of the Corporation to indemnify any director or officer or employee shall be binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the director, officer, agent, or employee, and shall continue as to any claimant who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity). The Corporation shall not effect any sale of substantially all of its assets, merger, consolidation or other reorganization unless the surviving entity agrees in writing to assume all such obligations of the Corporation under this Article.

ARTICLE XI.

Amendments

These bylaws may be altered or amended by the affirmative vote of two-thirds (2/3) of the Corporation's directors given at any regular meeting of the Board of Directors or any special

meeting of the Board of Directors called for that purpose. The Board of Directors shall not make or alter any bylaws fixing their qualifications, classifications or terms of office.

CERTIFICATION

I, Brian Allen, Secretary of **GRANGE INSURANCE ASSOCIATION**, hereby certify that the attached copy of the Bylaws of **GRANGE INSURANCE ASSOCIATION** are true and exact as adopted by the Board of Directors on [•], 202[•].

Signed and sealed this [•] day of [•], 202[•]

Brian Allen, Secretary

(SEAL)

Exhibit C

Articles of Incorporation of Granwest Mutual Holding Company

APPLICATION FOR ARTICLES OF INCORPORATION
OF
GRANWEST MUTUAL HOLDING COMPANY

ARTICLE I
Name

The name of the corporation is Granwest Mutual Holding Company (the “Corporation”).

ARTICLE II
Duration

The Corporation shall have a perpetual duration.

ARTICLE III
Incorporators

The names and addresses of the incorporators of the Corporation, all of whom are citizens of the United States and at least two-thirds (2/3) of whom are residents of the State of Washington, are as follows:

Jacqueline S. Brunson
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Michele D. Caplis
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Karen S. Carver
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Mark E. Henry
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Aaron T. Houlihan
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Gregg A. Dykstra
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Debra L. Moffatt
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Patrick M. Scully
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

James E. Walters
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Steven W. Stogner
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Brian J. Allen
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Tad B. Richards
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

All powers, duties and responsibilities of the incorporators of the Corporation shall cease at the time of approval by the Washington Commissioner of Insurance and filing of these Articles of Incorporation of the Corporation with the Washington Secretary of State.

ARTICLE IV **Initial Registered Office and Agent**

The initial registered office of the Corporation shall be located in King County, Washington at the following address:

Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

The initial registered agent of the Corporation at such initial registered office of the Corporation shall be Brian Allen.

ARTICLE V **Principal Place of Business**

The initial principal place of business of the Corporation shall be located at 200 Cedar St., Seattle, WA 98121.

ARTICLE VI **Organization and Purposes**

The Corporation shall be incorporated and organized as a mutual insurance holding company under Section 48.09.440 of the Revised Code of Washington, without capital stock. The Corporation shall be organized pursuant to the reorganization of Grange Insurance Association (“GIA”) into a mutual insurance holding company system (the “Reorganization”) continuing the status of GIA under Chapter 39A of the Revised Code of Washington under the Plan of Reorganization of GIA (the “Reorganization Plan”) pursuant to which, on the date the Reorganization becomes effective (the “Effective Date”): (i) GIA will convert from a fraternal Washington mutual insurance company into a Washington stock insurance company (ii) the Company shall be formed to own, through an intermediate holding company, all the capital stock of GIA following its conversion into a Washington stock insurance company (“Converted GIA”),

(iii) all of the membership interests of the policyholders of GIA shall automatically become membership interests in the Corporation, (iv) all of the policyholders' membership interests in GIA shall be extinguished, and (v) the contractual rights of policyholders' of GIA shall remain intact with Converted GIA. The purposes for which the Corporation is organized are to (a) engage in any lawful activity within the purposes of which mutual insurance holding companies may be organized under the applicable provisions of the insurance laws of the State of Washington, codified in Title 48 of the Revised Code of Washington (the "Washington Insurance Code") and, to the extent permitted thereunder, the Washington Business Corporations Act (the "Act"), and (b) own at all times at least a majority of the total outstanding shares of voting stock of an intermediate stock holding company that shall at all times own one hundred percent (100%) of the total outstanding shares of the voting stock of Converted GIA. The Corporation is not authorized to create or issue shares of capital stock, whether voting or nonvoting. The Corporation does not have the authority to issue policies of insurance or reinsurance and is not authorized to directly engage in the transacting of the business of insurance.

ARTICLE VII

Membership

On and after the Effective Date, each person to whom a policy of insurance is issued by (i) GIA before the Effective Date, (ii) Converted GIA on or following the Effective Date, or (iii) following the Effective Date, another mutual insurance company that has, in accordance with applicable law, merged its policyholder interests into the Corporation (such other company, a "Merged Company"), including persons who become policyholders of such Merged Company after the effective date of the merger, will automatically become members of the Corporation (any such policy described in (i) – (iii), a "Related Policy") shall automatically become a member of the Corporation. A membership interest in the Corporation will automatically terminate upon the lapse, non-renewal or other termination of the Related Policy. A membership interest, and any rights related thereof, is not, and shall not be, (a) conveyable, assignable, salable (including judicial sale), devisable, inheritable, transferable, or alienable in any manner whatsoever, including transfer by operation of law, or (b) be separately subject to attachment, execution or levy, or be separately subject to a lien, mortgage, security interest or in any manner be used as collateral or otherwise be hypothecated. The members of the Corporation shall have such rights as are specified in Section 48.09.440 of the Washington Insurance Code and in these Articles of Incorporation and the bylaws of the Corporation. Every member of the Corporation shall have the right to cast one (1) vote for each matter requiring a vote of the members of the Corporation regardless of the number of Related Policies owned by such member.

Pursuant to §48.09.440(5) of the Washington Insurance Code, a membership interest in the Corporation does not constitute a security as defined in §21.20.005 of the Revised Code of Washington.

ARTICLE VIII

Liquidation and Dissolution

The Corporation may not dissolve or liquidate without the approval of the Washington Insurance Commissioner unless required by a judicial order. In the event of the liquidation or

dissolution of the Corporation, subject to applicable law, including any applicable bankruptcy or insolvency laws which the Corporation is subject to, any assets remaining after payment of all liabilities of Converted GIA or a Merged Company, as applicable, shall be distributed to the members of the Corporation on a pro rata basis in proportion to the aggregate premiums earned by Converted GIA or a Merged Company, as applicable, on the policies of the members during the combined periods of membership against the aggregate of all premiums earned on the policies of all members of the Corporation.

ARTICLE IX

Indemnification of Directors and Officers

The Corporation shall indemnify and hold harmless any individual who is or has served as a director or an officer of the Corporation to the fullest extent permitted under the Act, the Washington Insurance Code and any other applicable law, in each case, as the same may hereafter be amended from time to time. Any repeal or modification of this Article X or any provision of the Act, the Washington Insurance Code or any other applicable law permitting such indemnification by the Corporation shall not adversely affect any right of indemnification of any individual who is or has served as a director or an officer of the Corporation existing at any time prior to the effective date of any such repeal or modification. Notwithstanding the foregoing, the Corporation shall not be required to indemnify any individual who is or has served as a director or an officer of the Corporation in connection with any proceeding initiated against the Corporation by any such individual, unless such proceeding was authorized by the Board of Directors.

ARTICLE X

Liabilities of Members

The maximum contingent liability of the Corporation's members is none. A member of the Corporation shall not be personally liable for any of the acts, debts, liabilities, or obligations of the Corporation or any of its subsidiaries.

ARTICLE XI

Board of Directors

The Board of Directors of the Corporation shall exercise the corporate powers of the Corporation and shall have control of the Corporation's business and affairs. The total number of the directors of the Corporation may be fixed from time to time as set forth in the bylaws of the Corporation but shall not be less than a total of five (5) directors. The Corporation's bylaws shall provide that the Board of Directors shall be divided into three equal classes of directors designated as Class I, Class II and Class III, respectively, with each class holding office for a period of three (3) years. The terms for the initial directors listed below shall expire sequentially by class beginning with Class I in 2026, Class II in 2027 and Class III in 2028. The names, addresses and class designations of the initial directors of the Corporation are as follows:

Jacqueline S. Brunson (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Karen S. Carver (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Debra L. Moffatt (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Steven W. Stogner (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Mark E. Henry (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Aaron T. Houlihan (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Gregg A. Dykstra (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Michele D. Caplis (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Patrick M. Scully (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

James E. Walters (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

ARTICLE XII

Officers

The number and titles of the officers of the Corporation may be fixed from time to time as set forth in the bylaws of the Corporation. The names, titles, and addresses of the initial officers of the Corporation are as follows:

Steven W. Stogner
President
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Brian J. Allen
Secretary
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Tad B. Richards
Treasurer
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

ARTICLE XIII
Amendments

These Articles of Incorporation may be amended by a vote of a majority of the members of the Corporation voting at a meeting of the members of the Corporation after notice of such meeting has been given by the Corporation to each member of the Corporation at least ten (10) days prior to such meeting. Any such amendment shall be effective upon approval by the Washington Commissioner of Insurance and filing of an amendment to these Articles of Incorporation with the Washington Secretary of State.

ARTICLE XIV
Personal Liability of Directors

To the fullest extent that Washington law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of personal liability of directors of the Corporation, no director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for any breach by such director of the Corporation of any duty of care that may be applicable as a director of the Corporation. No amendment to or repeal of this Article XV shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XV
Effective Date

These Articles of Incorporation shall become effective, following their approval by the Insurance Commissioner of the State of Washington and upon its filing with the Washington Secretary of State.

IN WITNESS WHEREOF, the undersigned incorporators of the Corporation have executed these Articles of Incorporation of Granwest Mutual Holding Company effective as of _____, 2025.

Jacqueline S. Brunson

Michele D. Caplis

Karen S. Carver

Gregg A. Dykstra

Mark E. Henry

Aaron T. Houlihan

Debra L. Moffatt

Patrick M. Scully

James E. Walters

Steven W. Stogner

Brian J. Allen

Tad B. Richards

State of Washington }
County of King } ss.
 }

On this ____ day of _____, 2025, before me personally appeared Jacqueline S. Brunson, Michele D. Caplis, Karen S. Carver, Mark E. Henry, Aaron T. Houlihan, Gregg A. Dykstra, Debra L. Moffatt, Patrick M. Scully, James E. Walters, Steven W. Stogner, Brian J. Allen and Tad B. Richards, to me known, or as determined by satisfactory evidence, to be the incorporators of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature
(Seal or Stamp)

Title
My appointment expires: _____

Exhibit D

Bylaws of Granwest Mutual Holding Company

BYLAWS OF GRANWEST MUTUAL HOLDING COMPANY

Effective [_____]

ARTICLE I.

Offices

The principal place of business of Granwest Mutual Holding Company this (“**Corporation**”) shall be in Seattle, King County, State of Washington; provided, however, that the principal office may be changed at any time by act of the Board of Directors, and the Corporation may also have other offices in such place or places as the said Board may from time to time appoint, or the business of the Corporation may require.

ARTICLE II.

Membership

Section 1. GIA and Subsidiary Policyholders. Each policyholder of Grange Insurance Association (“**GIA**”) shall be a member of the Corporation with all the rights and obligations of such membership as are granted under Washington law and each policyholder shall remain a member of the Corporation for so long as the underlying policy shall remain in effect. In addition, each policyholder of a stock insurance company subsidiary of the Corporation that has been designated by the Board of Directors of the Corporation as being entitled to membership rights (each a “**Designated Subsidiary**”) shall be a member of the Corporation with all the rights and obligations of such membership as are granted under Washington law and each policyholder shall remain a member of the Corporation for so long as the underlying policy shall remain in effect.. Once a policyholder ceases to be insured by GIA or a Designated Subsidiary, such policyholder’s membership in the Corporation will be extinguished.

Section 2. Policyholders of Merged Companies. Each person who is a member of a mutual insurance company that has merged such policyholder’s membership interests into the Corporation such that such insurance company continues its corporate existence as a direct or indirect stock insurance company subsidiary of the Corporation (a “**Merged Company**”) shall be a member of the Corporation to the extent provided in the merger agreement relating to such merger. Each person who is the owner of a policy of insurance issued or assumed by GIA, a Designated Subsidiary, or a Merged Company shall be a member of the Corporation so long as at least one (1) policy of insurance which results in such membership remains in force.

ARTICLE III.

Members’ Meetings

Section 1. Location of Meetings. All meetings of the members shall be held at the principal office of the Corporation or at such other convenient place (including remotely) as shall be designated by advance notice duly given all members.

Section 2. Annual Meeting. The annual meeting of the members shall be held on the third Monday of March of each year, or if a legal holiday, then on the next regular day following, at such time as determined by the Board of Directors, but if such day shall be a legal holiday, the meeting shall be held at the same hour and place on the next succeeding day not a holiday, or such other date and time as may be determined by the Board of Directors from time to time,

when the members shall by a majority vote to elect directors to fill vacancies then existing on the Board of Directors, examine and consider the annual report of the officers and Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. Quorum. Twenty-five (25) members entitled to vote thereat, present in person, or represented by proxy as provided in Article III, Section 3 below, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business. If, however, a quorum shall not be present or represented at any meeting of the members, a majority of the Board of Directors may adopt a resolution to adjourn the meeting from time to time for a date not more than one hundred twenty (120) days after the original record date for determining the member's eligible to vote at such meeting, without notice other than announcement at the meeting, and at such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified, except that any meeting at which directors are to be elected shall be adjourned only from day to day until the directors have been elected.

Section 4. Member Votes. Regardless of the number of policies owned in GIA, GPC or any Merged Company, each member shall be entitled to one (1) vote on each matter submitted to a vote of the membership. Every member shall have the right to vote in person, including by electronic means approved by the Board of Directors, or by proxy appointed by an instrument in writing subscribed by such member provided that no such proxy shall be valid beyond the earlier of the following dates: (a) the date of expiration set forth in the proxy, (b) the date of termination of membership, and (c) five (5) years from the date of its execution. A majority of the votes cast in a meeting, duly called and at which a quorum is present, shall be sufficient to take or authorize action to be taken upon any matter which may properly come before the meeting, except as otherwise provided in these bylaws.

Section 5. Notice of Meetings. Except as otherwise required by law or by the Corporation's Articles of Incorporation, written notice of annual meetings not being held on the third Monday of March (or if a legal holiday, then on the next regular day following) pursuant to Section 2 above or of any special meeting of the Corporation's members shall be given by electronic communication to each member who is entitled to vote thereat (and also to such member's attorney or proxy, if the address of said attorney or proxy is on file with the Secretary of the Corporation) at such email address as appears on the register of members of the Corporation at least ten (10) days prior to the meeting and no more than sixty (60) days prior to the date of the meeting. If a member notifies the Corporation that such member does not wish to receive notices electronically then such notice shall be provided by physical mail at such member's physical mailing address. If sent by electronic communication, each such notice shall be directed to the member at the current electronic mail address of such member shown in the records of the Corporation. If sent by physical mail, each such notice shall be directed to the member at the last address of such member shown upon the policy or records of the Corporation.

Notice of any meeting of members shall not be required to be given to any member, who in person or by their authorized attorney, shall waive such notice in writing either before or after such meeting. Attendance of a member at a meeting, either in person or by proxy, shall in and of itself constitute a waiver of such notice and a waiver of any and all objections to the date, place and time of the meeting, and to the manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business which the member

might have. If any matter is to be voted upon by the members at any meeting, the notice with respect to that meeting shall be accompanied by a proxy in the form approved by the Board of Directors of the Corporation. Any notice given by mail shall be deemed to have been given on the date such notice shall be deposited in the mail with first-class postage prepaid. Notice of the reconvening of any adjourned meeting of members shall not be required to be given so long as the date, time and place of such reconvening is given prior to such adjournment. In the case of an annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting unless the purpose or purposes of the meeting constitute a matter which the Washington Business Corporation Act requires to be stated in the notice of the meeting. In the case of any special meeting, the notice of the meeting shall state the purpose or purposes for which the meeting is called.

Section 6. Special Meetings. Special meetings of the members for any purpose or purposes shall be called by the Chairperson of the Board, or at the request in writing of twenty percent (20%) of the members of the Corporation. Such request shall state the purpose or purposes of the proposed meeting.

Section 7. Notice of Special Meetings. Written notice of special meetings of members, stating the time and place and matters thereof, shall be mailed or provided by email, as hereinafter provided, at least ten (10) days before the meeting, to each member entitled to vote thereat (and to their attorney or proxy if the address of such attorney or proxy is on file with the Secretary of the Corporation) at such address as appears on the books of the Corporation.

Section 8. Business at Meetings.

(a) Business transacted at any annual or special meeting shall be confined to the matters stated in the applicable notice of meeting. In no event shall any business be conducted at any annual or special meeting of the members that involves a proposal (i) that is improper subject for action by members of a mutual insurance holding company under Washington law or regulations, (ii) which, if implemented, would cause the Corporation to be in violation of any state, federal or foreign law or regulation applicable to the Corporation, (iii) relating to the redress of a personal claim or grievance against the Corporation or any other person, or which is designed to result in a benefit to an individual member, or to further a personal interest, which is not shared by the other members at large, (iv) which the Corporation would lack the power or authority to implement, (v) dealing with a matter relating to the Corporation's ordinary business operations, (vi) relating to the election of a person to any committee or internal administrative body of the Corporation or to the Board of Directors other than in accordance with the nomination procedures prescribed in Section 10 of Article IV, (viii) which has already been substantially implemented by the Corporation, or (ix) which is otherwise properly excludable.

(b) Except as authorized by the Board of Directors, in no event shall any member be permitted to bring any item of business to be conducted at any annual or special meeting of the members that (i) is substantially similar to business brought by or on behalf of a member at a meeting held during the previous three (3) years, and (ii) failed to be approved by ten percent (10%) of the member votes cast thereon, in person or by proxy, at such prior meeting. In no event shall the restrictions in the preceding sentence apply to nominations made in accordance with the procedures in Section 10 of Article IV or to matters brought by or on behalf of the Corporation. The Corporation shall have no obligation to include information concerning any

business proposed by a member, including, but not limited to, the election of Directors, in any proxy solicitation materials or statements made by the Corporation to members, in the absence of approval by the Board of Directors.

(c) The submission by a member of business to be brought before an annual meeting of members shall have been made in proper written form, signed by not less than twenty percent (20%) of the members of the Corporation and filed with the Chairperson of the Board and the Secretary of the Corporation at least ninety (90) days before the date of the annual meeting. To be in proper written form, a member's notice to the Secretary of the Corporation regarding business to be brought before an annual or special meeting of members must set forth (i) the name and record address of the member submitting the notice, as well as all other members signing the notice, (ii) a representation that the member submitting the notice intends to appear in person or by proxy at the meeting to introduce the item of business specified in the notice, (iii) a description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest, if any, of the member submitting the notice and/or other members signing the notice in such business, and (iv) a description of all agreements, arrangements and understandings, if any, between the member submitting the notice and/or other members signing the notice in such business, and (v) a description of all agreements, arrangements and understandings, if any, between the member submitting the notice and/or any member signing the notice and any other person or persons (including their names) in connection with the proposal of such business by such member. The Chairperson or a majority of the directors then in office shall have the power and duty to determine whether the member's notice was in proper form and made in accordance with the procedures set forth in this Section.

ARTICLE IV. **Board of Directors**

Section 1. Composition of Board. The affairs of the Corporation shall be managed by a Board of Directors, not less than seven (7) in number and no more than thirteen (13) who shall be divided into three (3) classes of directors designated as Class I, Class II and Class III, respectively. The Board of Directors shall be comprised of such number of directors fixed by resolution adopted by the Board.

Section 2. Meetings of the Board. The directors shall hold their meeting at the executive offices of the Corporation, or at such other place as they may from time to time determine.

Section 3. Powers of the Board. In addition to the powers and authorities by these bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these bylaws directed or required to be exercised or done by the members.

Section 4. Director Term. The directors' terms of office shall be for a period of three (3) years each other than as provided in the sentence appearing immediately below and consistent with the dates of office of the corresponding terms of said directors and class to which such director is designated. The terms of office for directors elected prior to the 2026 annual meeting of members shall expire sequentially by class beginning with Class I in 2026, Class II in 2027, and Class III in 2028. Directors thereafter elected to fill vacancies existing because of expiration of terms shall be elected for terms of three (3) years each. The term of any elected

director who has not served more than one (1) year as a director in the past shall automatically expire at the first succeeding annual meeting of members at which directors are elected unless such director is nominated and re-elected at such first succeeding annual meeting to a term commensurate with the term, or remaining unexpired term, of the remaining directors of the applicable class to which the director was originally elected. Directors elected to fill vacancies existing because of the creation of additional directorships shall be elected for such a first term corresponding to the remaining term of the class to which such director is being designated. A director elected by the Board of Directors to fill a vacancy occurring between annual meetings of the members shall hold office until expiration of the term of the vacating director. All terms shall commence as of the date of election and each director shall serve for the term for which elected and until their successor shall have been duly elected and qualified, unless in the case of the earlier: (a) the death of such director, (b) the voluntary resignation of the director, (c) the permanent Disability of the director as determined by and acknowledged by resolution of two-thirds (2/3) of the remaining members of the Board, (d) for Cause upon majority vote by the members of the Corporation voting at an annual meeting or special meeting of members, (e) without Cause upon the vote of sixty-seven percent (67%) of the members of the Corporation voting at an annual or special meeting of the members or (f) if such director no longer meets the director eligibility requirements set forth in Section 7 of this Article IV. For purposes of this Section 4, “**Disability**” shall mean the significant impairment, resulting from any physical or mental condition, which impairs a director’s ability to perform such director’s duties as a director of the Corporation. “**Cause**” shall mean (a) conviction, plea of nolo contendere, or any settlement which involves the payment of any fines or penalties for any felony or crime involving moral turpitude or a violation of federal or state securities laws, (b) commission of any material act of dishonesty, such as embezzlement, against any company resulting or intended to result in a material personal gain or enrichment of such director at the expense of such company and which act, if made the subject of criminal charges, would be reasonably likely to be charged as a felony, (c) refusal to perform the duties required as a director, (d) the declaration of unsound mind by an order of the court, (e) adjudication of such director as bankrupt, or (f) a director’s significant violation of the Board Code of Ethical Business Conduct.

Section 5. Committees of the Board. The Board may constitute such permanent or temporary committees, including an Executive Committee, an Audit Committee, a Compensation Committee, a Nominating Committee, and such other committees as are deemed necessary, and delegate thereto such powers as from time to time are deemed necessary. Each committee of the Board shall consist of at least three (3) directors.

(a) Election and Term. Other than as provided in clause (b) below, each member of any committee shall hold office until the next regular annual meeting of the Board of Directors following such director’s designation and until such director’s successor is designated, elected and qualified. Other than as provided in clause (b) below, any vacancy in any committee may be filled by action of the Chairperson of the Board or by a resolution adopted by a majority of the full Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors may designate one (1) or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of such committee. Any member of any committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of any committee may resign from such committee at any time by giving written notice

to the Chairperson of the Board, the President and Chief Executive Officer or the Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Executive Committee. The Executive Committee shall be composed of the Chairperson of the Board, Vice Chairperson of the Board, and three (3) directors.

- (i) The director members of the Executive Committee shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The Board of Directors shall nominate one (1) or more nominees to fill a vacant position on the Executive Committee. The Board of Directors shall vote to elect the person to fill the vacant position on the Executive Committee. A majority of the votes cast shall be required for election.
- (ii) Except as provided in clause (iv) below, Executive Committee members shall serve a term of three (3) years.
- (iii) The term of an Executive Committee member shall be co-terminus with the term of the class such director has been appointed to as provided in Article IV, Section 4.
- (iv) Vacancies on the Executive Committee which occur prior to the expiration of an Executive Committee member's term shall be filled by the Board of Directors at a regular meeting or a special meeting called for that purpose. Eligible nominees shall be elected to serve the remainder of the Executive Committee member's term.
- (v) The Executive Committee shall meet as necessary in those months when there is no meeting of the Board of Directors. The Executive Committee shall conduct such business for the Board of Directors as may be essential to the operation of the Corporation and which cannot be reasonably delayed until the next meeting of the Board of Directors. Any action undertaken or business conducted by the Executive Committee shall be considered for ratification by the entire Board of Directors at its next regular meeting. An Executive Committee meeting shall be called by either the Chairperson of the Board or by three (3) other Executive Committee members. The Executive Committee shall keep full and complete minutes of its meetings and proceedings and shall submit such minutes and actions therein recorded to the Board of Directors at the next following meeting of the Board of Directors.

(c) Nominating Committee. The Nominating Committee shall consist of a total of five (5) directors, including the Chairperson of the Board and four (4) other directors who shall be elected annually by the Board from among directors not eligible for election as a director at the next annual meeting of the Corporation's members. The Chairperson of the Board shall be designated as the Chairperson of the Nominating Committee unless such person is eligible for election as a director at the next annual meeting of the Corporation's members, in which event,

the Chairperson shall not be a member of the Nominating Committee. Instead, the Board shall elect five (5) directors who are not eligible for election as a director at the next annual meeting of the Corporation's members and the Nominating Committee will elect the Chairperson of the Nominating Committee and the Chairperson of the Nominating Committee shall be permitted to invite the Chairperson of the Board to attend meetings of the Nominating Committee in a non-voting capacity at the Chairperson of the Nominating Committee's discretion.

Section 6. Duties of Directors and Compensation. A director shall attend and participate in meetings of the Board. A director may have such other duties as may from time to time be designated by the Board. A director shall receive such compensation and expense allowance as determined by resolution of the Board. Upon two-thirds (2/3) vote of the Board, the Board may take disciplinary actions against a director, including suspension of compensation or other action as the Board deems appropriate, in the event of significant instances of violation of the Board Code of Ethical Business Conduct.

Section 7. Director Eligibility. No person shall be eligible for election to the Board of Directors who is not a natural person or who is under the age of eighteen (18) years of age. Candidates for nomination who will obtain the age of seventy-two (72) years or older by the annual meeting for which such nominee was a candidate for election may not serve as director, unless that candidate at the time of their election was already serving as a director of the Corporation. Notwithstanding the foregoing, directors of the Corporation who will attain the age of eighty (80) years or older by the annual meeting for which they would be a candidate for election are not eligible for nomination as a director.

Section 8. Director Vacancies. The Board of Directors shall have the power to fill vacancies on the Board occurring between elections. Elections to fill vacancies existing or occurring in the Board of Directors shall be held at the annual meeting of members, and directors so elected shall hold office until their successors shall have been elected and qualified.

Section 9. Election of Directors. Each member shall be entitled to cast one (1) vote for each position on the Board of Directors to be filled at the annual meeting of members. Such votes are not cumulative. The candidates receiving the highest number of votes shall be elected to the Board of Directors. In case of a tie, a run-off election shall be held in the manner prescribed by the Board of Directors. The Board of Directors shall have power to make and amend bylaws in such respects as shall not conflict with the Articles of Incorporation of the Corporation, and fill vacancies in the Board of Directors occurring between elections.

Section 10. Director Nominations. Nominations for election to the Board of Directors may be made by the Board of Directors after its consideration and approval or disapproval of nominees submitted by the Nominating Committee. The number of nominees shall equal the numbers of directors to be elected at the annual meeting of the members. For any candidate rejected by the Board of Directors, the Nominating Committee shall submit a new candidate. The Board of Directors shall submit to the members candidates approved by the Board of Directors for a vote of the members.

In addition to its own nominees, the Nominating Committee shall submit to the Board of Directors the names of any eligible candidates nominated by petition for any vacancy on the Board of Directors. Such petitions shall be made in writing and signed by not less than twenty percent (20%) of the members of the Corporation who reside in the same district in which the

candidate resides, with boundaries of districts as fixed from time to time by the Board of Directors of the Corporation. The petition shall be delivered or mailed to the Secretary of the Corporation, not less than ninety (90) days prior to the annual meeting of members. Such notification shall contain the following information (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; and (c) the name and residential address of each of the nominating members. Nominations not made in accordance herewith or which do not otherwise satisfy the eligibility criteria set forth in these bylaws may be disregarded by the Nominating Committee. The Board of Directors shall submit to the members those nominees who qualify for nomination by petition.

ARTICLE V.

Meetings of Board of Directors

Section 1. Initial Board Meeting. The newly elected Board of Directors shall meet immediately following the meeting of the members at which said Board is elected, for the purpose of organization or otherwise, and no notice of meeting shall be necessary to the newly elected directors in order to constitute the meeting, provided, that a majority of the Board shall be present.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be held at such time on the date of the annual meeting of the members as fixed by resolution of the Board of Directors. Regular meetings of the Board of Directors may be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors and may be conducted by telephone conference or by video conference, provided all directors are able to simultaneously hear each other. Notice of such additional regular meetings shall be given each director not less than ten (10) days before the meeting. Except as otherwise provided by law, the Board may consider any matter coming before a regular meeting without advance notice of such matter.

Section 3. Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board and shall be called by the Chairperson of the Board on written request of a majority of the Board of Directors. Notice of a special meeting, signed by the Chairperson of the Board or by a majority of directors, shall be sent to each director by mail or by electronic means ten (10) days in advance at such address as appears on the books of the Corporation stating the purpose of the meeting. No business other than that stated in the notice shall be considered except upon affirmative vote of a majority of the full Board taken at such special meeting. Any director may in writing waive notice of any such meeting.

Section 4. Location of Meetings of the Board. Meetings of the Board of Directors shall be held at the Corporation's principal office or such other place, including via telephone or video conference, as may be designated by the Chairperson of the Board.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the transaction of all business, provided, that a lesser number may adjourn to a definite time. A majority of a quorum shall have full power to act except where the Bylaws require a greater number.

Section 6. Executive Sessions. The Board may have Executive Sessions of the elected Board. Executive Sessions may be called by the Chairperson of the Board or by a majority of the Board.

ARTICLE VI.

Officers

Section 1. Officers. The officers of the Corporation shall consist of the Chairperson, a Vice Chairperson, a President/Chief Executive Officer, one (1) or more Vice Presidents, a Secretary, and a Treasurer. The same individual may hold at the same time any two offices except those of Chairperson and of Vice Chairperson. Only the Chairperson and one (1) Vice Chairperson shall be elected from among the members of the Board of Directors. The election shall be by vote of the Board of Directors at the first Board meeting following the annual meeting of the Board held in the even-numbered years. The Chairperson of the board, the Vice Chairperson of the Board, and each member of the Executive Committee may be removed from the positions of Chairperson of the Board, Vice Chairperson of the Board or Executive Committee member by the affirmative vote of two-thirds (2/3) vote of the Corporation's directors given at a special or regular meeting of the Board of Directors. The Board shall appoint the President/Chief Executive Officer. The President/Chief Executive Officer shall appoint all other officers.

Section 2. Assistant Officers. The Board may establish such assistant officer positions as it shall find necessary. The President/Chief Executive Officer shall appoint individuals to hold any such assistant officer positions, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board and at all meetings of the members and shall have the authority to see that the actions of the Board and of the Executive Committee are carried out as defined by these respective bodies. From among the members of the Board the Chairperson shall appoint, each year, the members of each committee when such committees are so constituted by the Board of Directors, and fill by appointment vacancies occurring on committees. The order of precedence of Vice Chairperson of the Board shall be as fixed by the Board of Directors.

Section 4. Vice Chairperson of the Board. The Vice Chairperson shall, in the absence or disability of the President, perform the duty and exercise the powers of the Chairperson, and shall perform such other duties as the Board of Directors shall prescribe.

Section 5. President/Chief Executive Officer. The Board of Directors shall be responsible for hiring and overseeing a President/Chief Executive Officer, who will be responsible for the day-to-day operations of the Corporation and shall keep the Chairperson of the Board fully informed of significant activities. The President/Chief Executive Officer shall execute all policies, general warrants, bonds, debentures, assignments, mortgages, notes and all contracts and other legal documents binding upon the Corporation with the exception of bank checks, provided, however, that all such documents shall also be countersigned by the Secretary or Treasurer. The Board of Directors may, however, by resolution designate any other officer or officers to execute any or all such documents. After being chosen as President/Chief Executive Officer such person will immediately take office.

Section 6. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the members and record all votes and minutes of all proceedings in a book or by electronic means to be kept for that purpose; and shall perform like duties for the standing committees when required. The Board may, however, meet in Executive Session without the Secretary being present, in which case the Chairperson shall appoint a *secretary pro tempore* to record any votes taken and minutes of any such meeting held in Executive Session. The Secretary shall keep in safe custody the seal of the Corporation and shall affix the same to any contracts of the Corporation requiring the Corporation's seal and shall attest the execution thereof as Secretary.

The Secretary shall have custody of the personal property of the Corporation, other than its funds and securities. The Secretary shall give, or cause to be given, notice of all meetings of the members and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper voucher for such disbursements, and shall render to the President and the directors, at the regular meetings of the Board, or whenever they may require it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Corporation. All checks or drafts drawn against the funds of the Corporation shall be signed by the Treasurer or Assistant Treasurer. The Board may, however, by resolution designate any other officer or employee of the Corporation to execute any or all such checks or drafts.

Section 8. Vacancies. If the office of any officer or agent becomes vacant for any reason the Board of Directors may choose a successor or successors who shall hold office for such term as the Board of Directors shall designate.

Section 9. Delegation of Officer Duties. In case of the absence of any officer of the Corporation, the Board may delegate, for the time being, the powers or duties, or any of them of such office to any other person.

ARTICLE VII.

Fiscal Year

The fiscal year shall begin at 12:00 o'clock A.M. on the first day of January in each year and shall end at 12:00 o'clock midnight on the 31st day of December of each year.

ARTICLE VIII.

Subsidiary Intermediate Stock Insurance Company

The Corporation shall at all times own a majority of the voting stock of Granwest Intermediate Holding Company. The Board of Directors may, by resolution, limit the total number of shares that may be issued to Directors, officers, or employees of the Corporation or that may be transferred in any single transaction.

ARTICLE IX.
Funds, Checks and Bonds

Section 1. Funds. All funds received by the Corporation in the course of its business and for its own account, shall be deposited in one (1) or more banking accounts of the Corporation and disbursed for the purpose and requirements of the Corporation only by checks. Funds in any other account in which the Corporation may have an interest by contract or otherwise may be disbursed only by check in a manner determined by the Board of Directors.

Section 2. Checks. Drafts, promissory notes, bills of exchange, acceptances and other instruments for the payment of money shall be signed by the Treasurer or any Assistant Treasurer appointed as provided in Article VI, Section 2 and countersigned by another officer as the Board of Directors shall direct, provided, that the Board of Directors shall at any time have the right to select any officer or employee of the Corporation and empower such person to sign checks and other instruments for the payment of money.

Section 3. Bonds. The Treasurer and other such officers and agents of the Corporation as shall handle or be responsible for the funds and assets of the Corporation which shall be bonded in such amounts and manner as shall be determined by the Board of Directors. The Secretary or Treasurer shall be bonded only in a responsible surety company, and other officers or agents shall be bonded in such manner as shall be determined by the Board of Directors; the cost of all such bonds provided for herein shall be borne by the Corporation.

ARTICLE X.
Indemnification

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, of the Corporation or, being or having been such a director, officer, employee, or agent, he or she is or was serving at the request of the Corporation as a director, officer, employee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or in any other capacity while serving as a director, officer, employee, shall be indemnified and held harmless by the Corporation to the full extent authorized by the Washington Business Corporation Act or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee, and shall inure to the benefit of their heirs, executors, and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in

defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director, officer, employee, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, whether the required undertaking has been tendered to the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of members or disinterested directors, or otherwise.

Section 4. Insurance, Contracts, and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, regardless of whether the Corporation would have the power to indemnify such person against such expense, liability, or loss under the Washington Business Corporation Act. The Corporation may enter into contracts with any director, officer, employee, of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Separability of Provisions. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason, the validity and enforceability of the remaining provisions of this Article (including valid portions of paragraphs containing invalid provisions) shall in no way be affected or impaired thereby, and, to the fullest extent possible,

the provisions of this Article shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 6. Partial Indemnification. If a claimant is entitled to indemnification by the Corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the Corporation shall nevertheless indemnify the claimant for the portion of such expenses, liabilities and losses to which the claimant is entitled.

Section 7. Successors and Assigns. All obligations of the Corporation to indemnify any director or officer or employee shall be binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the director, officer, agent, or employee, and shall continue as to any claimant who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity). The Corporation shall not effect any sale of substantially all of its assets, merger, consolidation or other reorganization unless the surviving entity agrees in writing to assume all such obligations of the Corporation under this Article.

ARTICLE XI.

Amendments

These bylaws may be altered or amended by the affirmative vote of two-third (2/3) of the Corporation's directors given at any regular meeting of the Board of Directors or any special meeting of the Board of Directors called for that purpose. The Board of Directors shall not make or alter any bylaws fixing their qualifications, classifications or terms of office.

CERTIFICATION

I, Brian Allen, Secretary of **GRANWEST MUTUAL HOLDING COMPANY**, hereby certify that the attached copy of the Bylaws of **GRANWEST MUTUAL HOLDING COMPANY** are true and exact as adopted by the Board of Directors on [•], 202[•].

Signed and sealed this [•] day of [•], 202[•]

Brian Allen, Secretary

(SEAL)

Exhibit E

Articles of Incorporation of Granwest Intermediate Holding Company

APPLICATION FOR ARTICLES OF INCORPORATION
OF
GRANWEST INTERMEDIATE HOLDING COMPANY

ARTICLE I
Name

The name of the corporation is Granwest Intermediate Holding Company (the “Corporation”).

ARTICLE II
Principal Place of Business

The initial principal place of business of the Corporation shall be located at 200 Cedar St., Seattle, WA 98121.

ARTICLE III
INCORPORATORS

The name and address of the incorporators are as follows:

Jacqueline S. Brunson
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Michele D. Caplis
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Karen S. Carver
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Mark E. Henry
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Aaron T. Houlihan
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Gregg A. Dykstra
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Debra L. Moffatt
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Patrick M. Scully
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

James E. Walters
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Steven W. Stogner
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Brian J. Allen
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Tad B. Richards
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

ARTICLE IV

Duration

The Corporation shall have perpetual duration.

ARTICLE V

Registered Office and Agent

The registered agent of the Corporation is Brian J. Allen located at 200 Cedar St., Seattle, WA 98121.

ARTICLE VI

Capital Stock

The number, class, and par value of the shares of capital stock the Corporation is authorized to issue is 1,000 shares of common stock, \$6,000.00 par value per share. When the Corporation receives the consideration for which the board of directors authorized the issuance of shares, the shares issued therefor are fully paid and nonassessable. At all times at least a majority of the voting shares of the Corporation shall be owned by Granwest Mutual Holding Company.

ARTICLE VII

Purposes

The Corporation is organized for the purpose of engaging in any and all lawful acts or activities for which a corporation may be organized under the Washington Business Corporation Act (the "Act") or under any acts amendatory thereof, supplemental thereto, or substituted therefore.

ARTICLE VIII

Limitation of Director and Officer Liability

To the fullest extent that Washington law, as it exists on the date hereof, or as it may hereafter be amended permits the limitation or elimination of personal liability of directors of the Corporation, no director or officer of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any breach by such director or officer of the Corporation of any duty of care or duty of loyalty that may be applicable as a director or officer of the Corporation. No amendment or repeal of this Article VIII shall apply to or have the effect on

the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE IX

Indemnification of Directors and Officers

9.1 A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of the duty of care or other duty as a director, except for liability (i) for any appropriation, in violation of such director's duties, of any business opportunity of the Corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 23B.08.320 of the Act, or (iv) for any transaction from which the director derived an improper personal benefit.

9.2 Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

9.3 If the Washington Business Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the Act.

9.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE X

Board of Directors

The Board of Directors of the Corporation shall exercise the corporate powers of the Corporation and shall have control of the Corporation's business and affairs. The total number of the directors of the Corporation may be fixed from time to time as set forth in the bylaws of the Corporation but shall not be less than a total of five (5) directors. The Corporation's bylaws shall provide that the Board of Directors shall be divided into three equal classes of directors designated as Class I, Class II and Class III, respectively, with each class holding office for a period of three (3) years. The terms for the initial directors listed below shall expire sequentially by class beginning with Class I in 2026, Class II in 2027 and Class III in 2028. The names, addresses and class designations of the initial directors of the Corporation are as follows:

Jacqueline S. Brunson (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Karen S. Carver (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Debra L. Moffatt (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Steven W. Stogner (Class I)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Mark E. Henry (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Aaron T. Houlihan (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Gregg A. Dykstra (Class II)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Michele D. Caplis (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Patrick M. Scully (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

James E. Walters (Class III)
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

ARTICLE XI

Officers

The number and titles of the officers of the Corporation may be fixed from time to time as set forth in the bylaws of the Corporation. The names, titles and addresses of the initial officers of the Corporation are as follows:

Steven W. Stogner
President
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Brian J. Allen
Secretary
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

Tad B. Richards
Treasurer
Granwest Mutual Holding Company
200 Cedar St.
Seattle, WA 98121

ARTICLE XII
Action without Meeting

In addition to and not in limitation of any other provisions of the Act and the bylaws of the Corporation, action required or permitted by the Act to be taken at a shareholder's meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action or by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

ARTICLE XIII
Amendments

These Articles of Incorporation may be amended by a vote of the holders of a majority of the Corporation's stock voting at a meeting of the stockholders after notice of such meeting has been given by the Corporation to each stockholder of the Corporation at least ten (10) days prior to such meeting. Any such amendment shall be effective upon approval by the Washington Commissioner of Insurance and filing of an amendment to these Articles of Incorporation with the Washington Secretary of State.

ARTICLE XIV
Effective Date

These Articles of Incorporation shall become effective on the date they are filed with the Washington Secretary of State.

IN WITNESS WHEREOF, the undersigned incorporators of the Corporation have executed these Articles of Incorporation of Granwest Intermediate Holding Company effective as of _____, 2025

Jacqueline S. Brunson

Michele D. Caplis

Karen S. Carver

Gregg A. Dykstra

Mark E. Henry

Aaron T. Houlihan

Debra L. Moffatt

Patrick M. Scully

James E. Walters

Steven W. Stogner

Brian J. Allen

Tad B. Richards

State of Washington }
County of King } ss.
 }
 }

On this ____ day of _____, 2025, before me personally appeared Jacqueline S. Brunson, Michele D. Caplis, Karen S. Carver, Mark E. Henry, Aaron T. Houlihan, Gregg A. Dykstra, Debra L. Moffatt, Patrick M. Scully, James E. Walters, Steven W. Stogner, Brian J. Allen and Tad B. Richards, to me known, or as determined by satisfactory evidence, to be the incorporators of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature
(Seal or Stamp)

Title

My appointment expires: _____

Exhibit F

Bylaws of Granwest Intermediate Holding Company

BYLAWS OF GRANWEST INTERMEDIATE HOLDING COMPANY

Effective: [_____]

ARTICLE I.

Offices

The principal place of business of Granwest Intermediate Holding Company this (“**Corporation**”) shall be in Seattle, King County, State of Washington; provided, however, that the principal office may be changed at any time by act of the Board of Directors, and the Corporation may also have other offices in such place or places as the Board may from time to time appoint, or the business of the Corporation may require.

ARTICLE II.

Stock and Stockholders

Section 1. Endorsement of Stock Certificates. All certificates of stock shall be signed by the President and Secretary of the Corporation and attested by the Corporation’s seal.

Section 2. Transfer of Stock. Certificates of stock may be transferred, sold, assigned, or pledged by endorsement in writing on the back of the certificate by the transferor to the transferee; provided, that until notice is given to the Secretary of the Corporation, and the surrender of the certificates of stock for cancellation, and for the issue of a new certificate in lieu thereof, the Corporation may treat the transferor as being still the owner of the stock.

Section 3. Cancelled Certificates. Surrendered certificates shall be duly marked “Cancelled”, with the date of cancellation by the Secretary.

Section 4. Duplicate Certificates. Duplicate certificates of stock may be issued for such as may have been lost or destroyed upon such terms and security as the Board of Directors may designate.

Section 5. Authorized Shares. The capital stock of the Corporation shall consist of such amount and shares as are provided for from time to time in its Articles of Incorporation.

Section 6. Record Date. The Board of Directors shall close its register of stockholders for a period of not exceeding ten (10) days preceding any meeting, annual or special, of the stockholders or one (1) day appointed for the payment of a dividend.

Section 7. Dividends. Dividends upon the capital stock of the Corporation, when earned, may be declared by the Board of Directors at any regular or special meetings. Before payment of any dividend or making any distribution of profits, there may be set aside out of the surplus or net profits of the Corporation such sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purposes as the Board of Directors, from time to time, shall think conducive to the interest of the Corporation.

Section 8. Corporation’s Ownership. At all times, Granwest Mutual Holding Company shall own a majority of the Corporation’s voting stock.

ARTICLE III.
Stockholders' Meetings

Section 1. Location of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation or at such other convenient place (including remotely) as shall be designated by advance notice duly given all stockholders.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on the third Monday of March of each year, or if a legal holiday, then on the next regular day following, at such time as determined by the Board of Directors, but if such day shall be a legal holiday, the meeting shall be held at the same hour and place on the next succeeding day not a holiday, or such other date and time as may be determined by the Board of Directors from time to time, when the stockholders holding a majority of all issued voting stock shall vote to elect directors to fill vacancies then existing on the Board of Directors, examine and consider the annual report of the officers and Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. Quorum. The holders of a majority of all stock issued, and entitled to vote thereat, present in person, or represented by proxy as provided in Article III Section 3 below, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such majority shall not be present or represented at any meeting of the stockholders, a majority of the Board of Directors may adopt a resolution to adjourn the meeting from time to time for a date not more than one hundred twenty (120) days after the original record date for determining the stockholder's eligible to vote at such meeting, without notice other than announcement at the meeting, and at such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified, except that any meeting at which directors are to be elected shall be adjourned only from day to day until the directors have been elected.

Section 4. Stockholder Votes. At each stockholder's meeting, every stockholder shall have one (1) vote for each share of voting stock registered in such stockholder's name on the books of the Corporation, except that no share of stock shall be voted on at any election of directors which has been transferred on the books of the Corporation within seven (7) days next preceding such election. Every stockholder shall have the right to vote in person including by electronic means approved by the Board of Directors, or by proxy appointed by an instrument in writing subscribed by such stockholder and such proxy shall be valid until the expiration of the term stated on the proxy and if no term is stated, eleven (11) months from the date of receipt of such proxy by the Corporation's Secretary, unless said proxy provides that it is irrevocable and the appointment is coupled with an interest. A majority of the votes cast in a meeting, duly called and at which a quorum is present, shall be sufficient to take or authorize action to be taken upon any matter which may properly come before the meeting, except as otherwise provided in these bylaws.

Section 5. Notice of Meetings. Except as otherwise required by law or by the Corporation's Articles of Incorporation, written notice of annual meetings not being held on the third Monday of March (or if a legal holiday, then on the next regular day following) pursuant to Section 2 above or of any special meeting of the Corporation's stockholders shall be given by electronic communication to each stockholder who is entitled to vote thereat (and also to such stockholder's attorney or proxy, if the address of said attorney or proxy is on file with the

Secretary of the Corporation) at such email address as appears on the register of stock of the Corporation at least ten (10) days prior to the meeting and no more than sixty (60) days prior to the date of the meeting. If a stockholder notifies the Corporation that such stockholder does not wish to receive notices electronically then such notice shall be provided by physical mail at such stockholder's physical mailing address. If sent by electronic communication, each such notice shall be directed to the stockholder at the current electronic mail address of such stockholder shown in the records of the Corporation. If sent by physical mail, each such notice shall be directed to the stockholder at the last address of such stockholder shown upon the policy or records of the Corporation.

Notice of any meeting of stockholders shall not be required to be given to any stockholder, who in person or by their authorized attorney, shall waive such notice in writing either before or after such meeting. Attendance of a stockholder at a meeting, either in person or by proxy, shall in and of itself constitute a waiver of such notice and a waiver of any and all objections to the date, place and time of the meeting, and to the manner in which it has been called or convened, except when a stockholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business which the stockholder might have. If any matter is to be voted upon by the stockholders at any meeting, the notice with respect to that meeting shall be accompanied by a proxy in the form approved by the Board of Directors of the Corporation. Any notice given by physical mail shall be deemed to have been given on the date such notice shall be deposited in the mail with first-class postage prepaid. Notice of the reconvening of any adjourned meeting of stockholders shall not be required to be given so long as the date, time and place of such reconvening is given prior to such adjournment. In the case of an annual meeting, the notice of the meeting need not state the purpose or purposes of the meeting unless the purpose or purposes of the meeting constitute a matter which the Washington Business Corporation Act requires to be stated in the notice of the meeting. In the case of any special meeting, the notice of the meeting shall state the purpose or purposes for which the meeting is called.

Section 6. Stockholders Entitled to Vote. A complete list of the stockholders entitled to vote at any stockholder meeting, arranged in alphabetical order, with the residence of each and the number of voting shares held by each, shall be prepared by the Secretary and filed in the office where the meeting is to be held, at least ten (10) days before the meeting, during the usual hours for business and during the whole time of meeting, shall be open to the examination of any stockholders or shall be made available to stockholders electronically as provided in the notice of the meeting.

Section 7. Special Meetings. Special meetings of the stockholders for any purpose or purposes shall be called by the Chairperson of the Board or the Secretary at the request in writing of fifty percent (50%) of the Corporation's directors, or at the request in writing of any stockholder or stockholders holding sufficient voting stock to entitle such stockholder or stockholders to fifty percent (50%) of the total votes represented by the voting stock of the Corporation issued and outstanding. Such request shall state the purpose or purposes of the proposed meeting.

Section 8. Notice of Special Meetings. Written notice of special meetings of stockholders, stating the time and place and matters thereof, shall be mailed or provided by email, as hereinafter provided, at least ten (10) days before the meeting, to each stockholder entitled to vote thereat (and to their attorney or proxy if the address of such attorney or proxy is on file

with the Secretary of the Corporation) at such address as appears on the books of the Corporation.

Section 9. Business at Meetings.

(a) Business transacted at any annual or special meeting shall be confined to the matters stated in the applicable notice of meeting. In no event shall any business be conducted at any annual or special meeting of the stockholders that involves a proposal (i) that is improper subject for action by stockholders of a mutual insurance holding company under Washington law or regulations, (ii) which, if implemented, would cause the Corporation to be in violation of any state, federal or foreign law or regulation applicable to the Corporation, (iii) relating to the redress of a personal claim or grievance against the Corporation or any other person, or which is designed to result in a benefit to an individual stockholder, or to further a personal interest, which is not shared by the other stockholders at large, (iv) which the Corporation would lack the power or authority to implement, (v) dealing with a matter relating to the Corporation's ordinary business operations, (vi) relating to the election of a person to any committee or internal administrative body of the Corporation or to the Board of Directors other than in accordance with the nomination procedures prescribed in Section 10 of Article IV, (viii) which has already been substantially implemented by the Corporation, or (ix) which is otherwise properly excludable.

(b) Except as authorized by the Board of Directors, in no event shall any stockholder be permitted to bring any item of business to be conducted at any annual or special meeting of the stockholders that (i) is substantially similar to business brought by or on behalf of a stockholder at a meeting held during the previous three (3) years, and (ii) failed to be approved by ten percent (10%) of the stockholder votes cast thereon, in person or by proxy, at such prior meeting. In no event shall the restrictions in the preceding sentence apply to nominations made in accordance with the procedures in Section 10 of Article IV or to matters brought by or on behalf of the Corporation. The Corporation shall have no obligation to include information concerning any business proposed by a stockholder, including, but not limited to, the election of directors, in any proxy solicitation materials or statements made by the Corporation to stockholders, in the absence of approval by the Board of Directors.

(c) The submission by a stockholder of business to be brought before an annual meeting of stockholders shall have been made in proper written form, signed by stockholders representing not less than twenty percent (20%) of the Corporation's outstanding stock and filed with the Chairperson of the Board and the Secretary of the Corporation at least ninety (90) days before the date of the annual meeting. To be in proper written form, a stockholder's notice to the Secretary of the Corporation regarding business to be brought before an annual or special meeting of stockholders must set forth (i) the name and record address of the stockholder submitting the notice, as well as all other stockholders signing the notice, (ii) a representation that the stockholder submitting the notice intends to appear in person or by proxy at the meeting to introduce the item of business specified in the notice, (iii) a description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest, if any, of the stockholder submitting the notice and/or other stockholders signing the notice in such business, and (iv) a description of all agreements, arrangements and understandings, if any, between the stockholder submitting the notice and/or other stockholders signing the notice in such business, and (v) a description of all agreements, arrangements and understandings, if any, between the stockholder submitting the notice and/or

any stockholder signing the notice and any other person or persons (including their names) in connection with the proposal of such business by such stockholder. The Chairperson or a majority of the directors then in office shall have the power and duty to determine whether the stockholder's notice was in proper form and made in accordance with the procedures set forth in this Section.

ARTICLE IV. **Board of Directors**

Section 1. Composition of Board. The affairs of the Corporation shall be managed by a Board of Directors, not less than three (3) in number and no more than thirteen (13) who shall be divided into three (3) classes of directors designated as Class I, Class II and Class III, respectively. The Board of Directors shall be comprised of such number of directors fixed by resolution adopted by the Board.

Section 2. Meetings of the Board. The directors shall hold their meeting at the executive offices of the Corporation, or at such other place as they may from time to time determine.

Section 3. Powers of the Board. In addition to the powers and authorities by these bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 4. Director Term. The directors' terms of office shall be for a period of three (3) years each other than as provided in the sentence appearing immediately below and consistent with the dates of office of the corresponding terms of said directors and class to which such director is designated. The terms of office for directors elected prior to the 2026 annual meeting of stockholders shall expire sequentially by class beginning with Class I in 2026, Class II in 2027, and Class III in 2028. Directors thereafter elected to fill vacancies existing because of expiration of terms shall be elected for terms of three (3) years each. The term of any elected director who has not served more than one (1) year as a director in the past shall automatically expire at the first succeeding annual meeting of members at which directors are elected unless such director is nominated and re-elected at such first succeeding annual meeting to a term commensurate with the term, or remaining unexpired term, of the remaining directors of the applicable class to which the director was originally elected. Directors elected to fill vacancies existing because of the creation of additional directorships shall be elected for such a first term corresponding to the remaining term of the class to which such director is being designated. A director elected by the Board of Directors to fill a vacancy occurring between annual meetings of the stockholders shall hold office until expiration of the term of the vacating director. All terms shall commence as of the date of election and each director shall serve for the term for which elected and until their successor shall have been duly elected and qualified, unless in the case of the earlier: (a) the death of such director, (b) the voluntary resignation of the director, (c) the permanent Disability of the director as determined by and acknowledged by resolution of two-thirds (2/3) of the remaining members of the Board, (d) for Cause upon vote by the stockholders holding a majority of the Corporation's outstanding voting stock voting at an annual meeting or special meeting of stockholders, (e) without Cause upon the vote of stockholders holding sixty-seven percent (67%) of the Corporation's outstanding voting stock voting at an annual or special meeting of the stockholders or (f) if such director no longer

meets the director eligibility requirements set forth in Section 7 of this Article IV. For purposes of this Section 4, “**Disability**” shall mean the significant impairment, resulting from any physical or mental condition, which impairs a director’s ability to perform such director’s duties as a director of the Corporation. “**Cause**” shall mean (a) conviction, plea of nolo contendere, or any settlement which involves the payment of any fines or penalties for any felony or crime involving moral turpitude or a violation of federal or state securities laws, (b) commission of any material act of dishonesty, such as embezzlement, against any company resulting or intended to result in a material personal gain or enrichment of such director at the expense of such company and which act, if made the subject of criminal charges, would be reasonably likely to be charged as a felony, (c) refusal to perform the duties required as a director, (d) the declaration of unsound mind by an order of the court, (e) adjudication of such director as bankrupt, or (f) a director’s significant violation of the Board Code of Ethical Business Conduct.

Section 5. Committees of the Board. The Board may constitute such permanent or temporary committees, including an Executive Committee, an Audit Committee, a Compensation Committee, a Nominating Committee, and such other committees as are deemed necessary and delegate thereto such powers as from time to time are deemed necessary. Each committee of the Board shall consist of at least three (3) directors.

(a) Election and Term. Other than as provided in clause (b) below, each member of any committee shall hold office until the next regular annual meeting of the Board of Directors following such director’s designation and until such director’s successor is designated, elected and qualified. Other than as provided in clause (b) below, any vacancy in any committee may be filled by action of the Chairperson of the Board or by a resolution adopted by a majority of the full Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors may designate one (1) or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of such committee. Any member of any committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of any committee may resign from such committee at any time by giving written notice to the Chairperson of the Board, the President and Chief Executive Officer or the Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Executive Committee. The Executive Committee shall be composed of the Chairperson of the Board, Vice Chairperson of the Board, and three (3) directors.

- (i) The director members of the Executive Committee shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The Board of Directors shall nominate one (1) or more nominees to fill a vacant position on the Executive Committee. The Board of Directors shall vote to elect the person to fill the vacant position on the Executive Committee. A majority of the votes cast shall be required for election.
- (ii) Except as provided in clause (iv) below, Executive Committee members shall serve a term of three (3) years.

- (iii) The term of an Executive Committee member shall be co-terminus with the term of the class such director has been appointed to as provided in Article IV, Section 4.
- (iv) Vacancies on the Executive Committee which occur prior to the expiration of an Executive Committee member's term shall be filled by the Board of Directors at a regular meeting or a special meeting called for that purpose. Eligible nominees shall be elected to serve the remainder of the Executive Committee member's term.
- (v) The Executive Committee shall meet as necessary in those months when there is no meeting of the Board of Directors. The Executive Committee shall conduct such business for the Board of Directors as may be essential to the operation of the Corporation and which cannot be reasonably delayed until the next meeting of the Board of Directors. Any action undertaken or business conducted by the Executive Committee shall be considered for ratification by the entire Board of Directors at its next regular meeting. An Executive Committee meeting shall be called by either the Chairperson of the Board or by three (3) other Executive Committee members. The Executive Committee shall keep full and complete minutes of its meetings and proceedings and shall submit such minutes and actions therein recorded to the Board of Directors at the next following meeting of the Board of Directors.

(c) Nominating Committee. The Nominating Committee shall consist of a total of five (5) directors, including the Chairperson of the Board and four (4) other directors who shall be elected annually by the Board from among directors not eligible for election as a director at the next annual meeting of the Corporation's stockholders. The Chairperson of the Board shall be designated as the Chairperson of the Nominating Committee unless such person is eligible for election as a director at the next annual meeting of the Corporation's stockholders, in which event, the Chairperson shall not be a member of the Nominating Committee. Instead, the Board shall elect five (5) directors who are not eligible for election as a director at the next annual meeting of the Corporation's stockholders and the Nominating Committee will elect the Chairperson of the Nominating Committee and the Chairperson of the Nominating Committee shall be permitted to invite the Chairperson of the Board to attend meetings of the Nominating Committee in a non-voting capacity at the Chairperson of the Nominating Committee's discretion.

Section 6. Duties of Directors and Compensation. A director shall attend and participate in meetings of the Board. A director may have such other duties as may from time to time be designated by the Board. A director shall receive such compensation and expense allowance as determined by resolution of the Board. Upon two-thirds (2/3) vote of the Board, the Board may take disciplinary actions against a director, including suspension of compensation or other action as the Board deems appropriate, in the event of significant instances of violation of the Board Code of Ethical Business Conduct.

Section 7. Director Eligibility. No person shall be eligible for election to the Board of Directors who is not a natural person or who is under the age of eighteen (18) years of age. Candidates for nomination who will obtain the age of seventy-two (72) years or older by the annual meeting

for which such nominee was a candidate for election may not serve as director, unless that candidate at the time of their election was already serving as a director of the Corporation. Notwithstanding the foregoing, directors of the Corporation who will attain the age of eighty (80) years or older by the annual meeting for which they would be a candidate for election are not eligible for nomination as a director.

Section 8. Director Vacancies. The Board of Directors shall have the power to fill vacancies on the Board occurring between elections. Elections to fill vacancies existing or occurring in the Board of Directors shall be held at the annual meeting of stockholders, and directors so elected shall hold office until their successors shall have been elected and qualified.

Section 9. Election of Directors. Each share of voting stock shall entitle its holder to cast one (1) vote for each position on the Board of Directors to be filled at the annual meeting of stockholders. Such votes are not cumulative. The candidates receiving the highest number of votes shall be elected to the Board of Directors. In case of a tie, a run-off election shall be held in the manner prescribed by the Board of Directors. The Board of Directors shall have power to make and amend bylaws in such respects as shall not conflict with the Articles of Incorporation of the Corporation, and fill vacancies in the Board of Directors occurring between elections.

Section 10. Director Nominations. Nominations for election to the Board of Directors may be made by the Board of Directors after its consideration and approval or disapproval of nominees submitted by the Nominating Committee. The number of nominees shall equal the numbers of directors to be elected at the annual meeting of the stockholders. For any candidate rejected by the Board of Directors, the Nominating Committee shall submit a new candidate. The Board of Directors shall submit to the stockholders candidates approved by the Board of Directors for a vote of the stockholders.

In addition to its own nominees, the Nominating Committee shall submit to the Board of Directors the names of any eligible candidates nominated by petition for any vacancy on the Board of Directors. Such petitions shall be made in writing and signed by stockholders holding twenty percent (20%) of the Corporation's outstanding stock. The petition shall be delivered or mailed to the Secretary of the Corporation, not less than ninety (90) days prior to the annual meeting of stockholders. Such notification shall contain the following information (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; and (c) the name and residential address of each of the nominating stockholders. Nominations not made in accordance herewith or which do not otherwise satisfy the eligibility criteria set forth in these bylaws may be disregarded by the Nominating Committee. The Board of Directors shall submit to the stockholders those nominees who qualify for nomination by petition.

ARTICLE V.

Meetings of Board of Directors

Section 1. Initial Board Meeting. The newly elected Board of Directors shall meet immediately following the meeting of the stockholders at which said Board is elected, for the purpose of organization or otherwise, and no notice of meeting shall be necessary to the newly elected

directors in order to constitute the meeting, provided, that a majority of the Board shall be present.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be held at such time on the date of the annual meeting of the stockholders as fixed by resolution of the Board of Directors. Regular meetings of the Board of Directors may be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors and may be conducted by telephone conference or by video conference, provided all directors are able to simultaneously hear each other. Notice of such additional regular meetings shall be given each director not less than ten (10) days before the meeting. Except as otherwise provided by law, the Board may consider any matter coming before a regular meeting without advance notice of such matter.

Section 3. Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board and shall be called by the Chairperson of the Board on written request of a majority of the Board of Directors. Notice of a special meeting, signed by the Chairperson of the Board or by a majority of directors, shall be sent to each director by mail or by electronic means ten (10) days in advance at such address as appears on the books of the Corporation stating the purpose of the meeting. No business other than that stated in the notice shall be considered except upon affirmative vote of a majority of the full Board taken at such special meeting. Any director may in writing waive notice of any such meeting.

Section 4. Location of Meetings of the Board. Meetings of the Board of Directors shall be held at the Corporation's principal office or such other place, including via telephone or video conference, as may be designated by the Chairperson of the Board.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the transaction of all business, provided, that a lesser number may adjourn to a definite time. A majority of a quorum shall have full power to act except where the Bylaws require a greater number.

Section 6. Executive Sessions. The Board may have Executive Sessions of the elected Board. Executive Sessions may be called by the Chairperson of the Board or by a majority of the Board.

ARTICLE VI.

Officers

Section 1. Officers. The officers of the Corporation shall consist of the Chairperson, a Vice Chairperson, a President/Chief Executive Officer, one (1) or more Vice Presidents, a Secretary, and a Treasurer. The same individual may hold at the same time any two offices except those of Chairperson and of Vice Chairperson. Only the Chairperson and one (1) Vice Chairperson shall be elected from among the members of the Board of Directors. The election shall be by vote of the Board of Directors at the first Board meeting following the annual meeting of the Board held in the even-numbered years. The Chairperson of the board, the Vice Chairperson of the Board, and each member of the Executive Committee may be removed from the positions of Chairperson of the Board, Vice Chairperson of the Board or Executive Committee member by the affirmative vote of two-thirds (2/3) vote of the Corporation's directors given at a special or regular meeting of the Board of Directors. The Board shall appoint the President/Chief Executive Officer. The President/Chief Executive Officer shall appoint all other officers.

Section 2. Assistant Officers. The Board may establish such assistant officer positions as it shall find necessary. The President/Chief Executive Officer shall appoint individuals to hold any such assistant officer positions, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board and at all meetings of the stockholders and shall have the authority to see that the actions of the Board and of the Executive Committee are carried out as defined by these respective bodies. From among the members of the Board the Chairperson shall appoint, each year, the members of each committee when such committees are so constituted by the Board of Directors, and fill by appointment vacancies occurring on committees. The order of precedence of Vice Chairperson of the Board shall be as fixed by the Board of Directors.

Section 4. Vice Chairperson of the Board. The Vice Chairperson shall, in the absence or disability of the President, perform the duty and exercise the powers of the Chairperson, and shall perform such other duties as the Board of Directors shall prescribe.

Section 5. President/Chief Executive Officer. The Board of Directors shall be responsible for hiring and overseeing a President/Chief Executive Officer, who will be responsible for the day-to-day operations of the Corporation and shall keep the Chairperson of the Board fully informed of significant activities. The President/Chief Executive Officer shall execute all policies, general warrants, bonds, debentures, assignments, mortgages, notes and all contracts and other legal documents binding upon the Corporation with the exception of bank checks, provided, however, that all such documents shall also be countersigned by the Secretary or Treasurer. The Board of Directors may, however, by resolution designate any other officer or officers to execute any or all such documents. After being chosen as President/Chief Executive Officer such person will immediately take office.

Section 6. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the stockholders and record all votes and minutes of all proceedings in a book or by electronic means to be kept for that purpose; and shall perform like duties for the standing committees when required. The Board may, however, meet in Executive Session without the Secretary being present, in which case the Chairperson shall appoint a *secretary pro tempore* to record any votes taken and minutes of any such meeting held in Executive Session. The Secretary shall keep in safe custody the seal of the Corporation and shall affix the same to any contracts of the Corporation requiring the Corporation's seal and shall attest the execution thereof as Secretary.

The Secretary shall have custody of the personal property of the Corporation, other than its funds and securities. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper voucher for such disbursements, and shall render to the President and the directors, at the regular meetings of the Board, or whenever they may require it, an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Corporation. All checks or drafts drawn against the funds of the Corporation shall be signed by the Treasurer or Assistant Treasurer. The Board may, however, by resolution designate any other officer or employee of the Corporation to execute any or all such checks or drafts.

Section 8. Vacancies. If the office of any officer or agent becomes vacant for any reason the Board of Directors may choose a successor or successors who shall hold office for such term as the Board of Directors shall designate.

Section 9. Delegation of Officer Duties. In case of the absence of any officer of the Corporation, the Board may delegate, for the time being, the powers or duties, or any of them of such office to any other person.

ARTICLE VII.

Subsidiary Stock Insurance Companies

The Corporation shall at all times own a majority of the voting stock of Grange Insurance Association.

ARTICLE VIII.

Fiscal Year

The fiscal year shall begin at 12:00 o'clock A.M. on the first day of January in each year and shall end at 12:00 o'clock midnight on the 31st day of December of each year.

ARTICLE IX.

Funds, Checks and Bonds

Section 1. Funds. All funds received by the Corporation in the course of its business and for its own account, shall be deposited in one (1) or more banking accounts of the Corporation and disbursed for the purpose and requirements of the Corporation only by checks. Funds in any other account in which the Corporation may have an interest by contract or otherwise may be disbursed only by check in a manner determined by the Board of Directors.

Section 2. Checks. Drafts, promissory notes, bills of exchange, acceptances and other instruments for the payment of money shall be signed by the Treasurer or any Assistant Treasurer appointed as provided in Article VI, Section 2 and countersigned by another officer as the Board of Directors shall direct, provided, that the Board of Directors shall at any time have the right to select any officer or employee of the Corporation and empower such person to sign checks and other instruments for the payment of money.

Section 3. Bonds. The Treasurer and other such officers and agents of the Corporation as shall handle or be responsible for the funds and assets of the Corporation which shall be bonded in such amounts and manner as shall be determined by the Board of Directors. The Secretary or Treasurer shall be bonded only in a responsible surety company, and other officers or agents shall be bonded in such manner as shall be determined by the Board of Directors; the cost of all such bonds provided for herein shall be borne by the Corporation.

ARTICLE X.

Indemnification

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, of the Corporation or, being or having been such a director, officer, employee, or agent, he or she is or was serving at the request of the Corporation as a director, officer, employee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or in any other capacity while serving as a director, officer, employee, shall be indemnified and held harmless by the Corporation to the full extent authorized by the Washington Business Corporation Act or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee, and shall inure to the benefit of their heirs, executors, and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director, officer, employee, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, whether the required undertaking has been tendered to the Corporation) and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, independent legal

counsel, or its stockholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of stockholders or disinterested directors, or otherwise.

Section 4. Insurance, Contracts, and Funding. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, regardless of whether the Corporation would have the power to indemnify such person against such expense, liability, or loss under the Washington Business Corporation Act. The Corporation may enter into contracts with any director, officer, employee, of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Separability of Provisions. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason, the validity and enforceability of the remaining provisions of this Article (including valid portions of paragraphs containing invalid provisions) shall in no way be affected or impaired thereby, and, to the fullest extent possible, the provisions of this Article shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 6. Partial Indemnification. If a claimant is entitled to indemnification by the Corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the Corporation shall nevertheless indemnify the claimant for the portion of such expenses, liabilities and losses to which the claimant is entitled.

Section 7. Successors and Assigns. All obligations of the Corporation to indemnify any director or officer or employee shall be binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the director, officer, agent, or employee, and shall continue as to any claimant who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity). The Corporation shall not effect any sale of substantially all of its assets, merger, consolidation or other reorganization unless the surviving entity agrees in writing to assume all such obligations of the Corporation under this Article.

ARTICLE XI.

Amendments

These bylaws may be altered or amended by the affirmative vote of two-thirds (2/3) of the Corporation's directors given at any regular meeting of the Board of Directors or any special

meeting of the Board of Directors called for that purpose. The Board of Directors shall not make or alter any bylaws fixing their qualifications, classifications or terms of office.

CERTIFICATION

I, Brian Allen, Secretary of **GRANWEST INTERMEDIATE HOLDING COMPANY**, hereby certify that the attached copy of the Bylaws of **GRANWEST INTERMEDIATE HOLDING COMPANY** are true and exact as adopted by the Board of Directors on [•], 202[•].

Signed and sealed this [•] day of [•], 202[•]

Brian Allen, Secretary

(SEAL)

Exhibit G

Articles of Incorporation of Granwest Property & Casualty

**ARTICLES OF INCORPORATION
of
GRANWEST PROPERTY & CASUALTY**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, citizens of the United State of America, with residences as set opposite our respective names, being desirous of forming an insurance corporation pursuant to and in conformity with the laws of the State of Washington, do hereby make, subscribe, and acknowledge in quadruplicate the following:

**ARTICLES OF INCORPORATION
ARTICLE I.**

The names and addresses of the incorporators are:

B.L. Barnard	Reardon, Washington
R. S. Owen	Box 585 Colfax, Washington
Ronald E. Roe	Route 1 Goldendale, Washington
W.J. Van Horn	1551 Rural Avenue Bellingham, Washington
Heye H. Meyer	13705 NE 50 th Avenue Vancouver, Washington

ARTICLE II.

The corporate name of this corporation is, and shall be:

“GRANWEST PROPERTY & CASUALTY”

ARTICLE III.

The objects and purposes for which this corporation is formed are:

- 1) To engage generally in the insurance business as a stock insurer for the transaction of any or all of the following kinds of insurance:
 - a) PROPERTY INSURANCE, being insurance against loss of or damage to real or personal property of every kind and any interest therein, from any or all hazard or cause, and against loss consequential upon such loss or damage.
 - b) VEHICLE INSURANCE, being insurance against loss of or damage to any land vehicle or aircraft or any draft or riding animal or to property while contained therein or thereon or being loaded or unloaded therein or therefrom, and against any loss or liability resulting

from or incident to ownership, maintenance, or use of any such vehicle or aircraft or animal, and any insurance lawfully connected therewith.

c) CASUALTY INSURANCE, being insurance:

- (1) Against legal liability for the death, injury, or disability of any human being, or for damage to property.
- (2) Of medical, hospital, surgical and funeral benefits to person other than the insured, injured, irrespective of legal liability to the insured, when issued with or supplemental to insurance against legal liability for the death, injury or disability of human beings.
- (3) Of the obligations accepted by, imposed upon, or assumed by employers under law for workmen's compensation.
- (4) Against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation or wrongful conversion, disposal or concealment, or from any attempt of any of the foregoing; also insurance against loss of or damage to moneys, coins, bullion, securities, notes, drafts, acceptances or any other valuable papers or documents, resulting from any cause, except while in the custody or possession of and being transported by any carrier for hire or in the mail.
- (5) Upon personal effects against loss or damage from any cause.
- (6) Against loss or damage to glass, including its lettering, ornamentation and fittings.
- (7) Against any liability and loss or damage to property resulting from accidents to or explosions of boilers, pipes, pressure containers, machinery, or apparatus and to make inspection of and issue certificates of inspection upon elevators, boilers, machinery, and apparatus of any kind.
- (8) Against loss or damage to any property caused by the breakage or leakage of sprinklers, water pipes and containers, or by water entering through leaks or openings in buildings.
- (9) Against loss or damage resulting from failure of debtors to pay their obligations to the insured (credit insurance).
- (10) Against any other kind of loss, damage, or liability properly the subject of insurance and not within any other kind or kinds of insurance as defined by the Insurance Code of the State of Washington, if such insurance is not contrary to law or public policy.

(d) SURETY INSURANCE, including:

- (1) Credit insurance
- (2) Bail bonds
- (3) Fidelity insurance, which is insurance guaranteeing the fidelity of persons holding positions of public or private trust.
- (4) Guaranteeing the performance of contracts, other than insurance policies, and guaranteeing and executing bonds, undertakings, and contracts of suretyship.
- (5) Indemnifying banks, bankers, brokers, financial or moneyed corporations or associations against loss resulting from any cause of bills of exchange, notes, bonds, securities, evidences of debts, mortgages, warehouse receipts, or other valuable papers, documents, money, precious metals and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, including any loss while the same are being transported in armored motor vehicles, or by messenger, but not including any other risks of transportation or navigation; also against loss or damage to such an insured's premises, or to his furnishings, fixtures, equipment, safes and vaults therein, caused by burglary, robbery, theft, vandalism, or malicious mischief, or any attempt thereat.

(e) DISABILITY INSURANCE, being insurance against bodily injury, disablement or death by accident, against disablement resulting from sickness, and every insurance appertaining thereto.

2. To issue contracts or policies of insurance upon either the participating or non-participating plan, or both.
3. To do any and all things necessary, appertaining, or convenient to the execution of the objects and purposes above stated.
4. To have and enjoy every other right and power which is now or which may hereafter be granted by law to corporations similarly engaged.

ARTICLE IV.

The capital stock of the corporation shall consist of 1,000 shares of common stock, par value \$6,000.00 each share. Each share of common stock shall participate equally with every other such share in all dividends and other distributions to shareholders. No shareholders shall have preemptive rights to acquire additional shares.

ARTICLE V.

The duration of this corporation shall be perpetual.

ARTICLE VI.

The Directors of the corporation shall be not less than five (5) in number. The names and addresses of the Directors who shall constitute the first Board of Directors of this corporation and their initial terms of office shall be:

B.L. Barnard	Reardon, Washington	September 30, 1959
Luke F. Curry	404 Sixth Avenue North Great Falls, Montana	September 30, 1959
John E. Dawson	1117 Second Avenue North Great Falls, Montana	September 30, 1959
W.J. Van Horn	1551 Rural Avenue Bellingham, Washington	September 30, 1959
Heye H. Meyer	13705 NE 50 th Avenue Vancouver, Washington	September 30, 1959
R.S. Owen	Box 585 Colfax, Washington	September 30, 1959
John Rice	3026 Fourth Avenue North Great Falls, Montana	September 30, 1959
Ronald E. Roe	Route 1 Goldendale, Washington	September 30, 1959

Randall Swanberg

Ford Building
Great Falls, Montana

September 30, 1959

ARTICLE VII.

The principal place of business of this corporation shall be located in the City of Seattle, King County, State of Washington. This corporation shall have the power to engage in business in any or all portions of the United States of America, its Territories and Possessions, and in any or all of the countries and portions of the world as shall be determined from time to time by its Board of Directors.

ARTICLE VIII.

Power to make, amend and repeal bylaws is vested in the Board of Directors.

ARTICLE IX.

9.1 Right to Indemnification. Each individual (hereinafter an "indemnatee") who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the corporation or, that while serving as a director or officer of the corporation, he or she is or was also serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of the proceeding is alleged action in an official capacity as such a director, officer, employee, partner, trustee, or agent or in any other capacity while serving as such director, officer, employee, partner, trustee, or agent, shall be indemnified and held harmless by the corporation to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) incurred or suffered by such indemnatee in connection therewith, and such indemnification shall continue as to an indemnatee who has ceased to be a director, officer, employee, partner, trustee, or agent and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnatee if the corporation is prohibited by the Washington Business Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in Article 9.2 with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if a proceeding (or part thereof) was authorized or ratified by the Board of Directors. The right to indemnification conferred in this Article 9.1 shall be contract right and shall include the right to be paid by the corporation the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the corporation of a written undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnatee is not entitled to be

indemnified for such expenses under this Article 9.1 and upon delivery to the corporation of a written affirmation (hereinafter an "affirmation") by the indemnitee of his or her good faith belief that such indemnitee has met the standard of conduct necessary for indemnification by the corporation pursuant to this article.

9.2 Right of Indemnitee to Bring Suit. If a written claim for indemnification under Article 9.1 is not paid in full by the corporation within sixty days after the corporation's receipt thereof, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part, in any such suit or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation have been tendered to the corporation) and thereafter the corporation shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Neither the failure of the corporation (including the Board of Directors, independent legal counsel or the shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances nor an actual determination by the corporation (including the Board of Directors, independent legal counsel or the shareholders) that the indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

9.3 Nonexclusivity of Rights. The right of indemnification and the advancement of expenses conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the corporation or its parent corporation, general or specific action of the Board of Directors, contract or otherwise.

9.4 Insurance, Contracts and Funding. The corporation may maintain insurance, at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as an agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, officer, employee or agent, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any director, officer, employee or agent of the corporation in furtherance of the provisions of the article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

9.5 Indemnification of Employees and Agents of the Corporation. The corporation may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents of the corporation with the same scope and effect as the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act or otherwise.

9.6 Persons Serving Other Entities. Any individual who is or was a director, officer or employee of the corporation who, while a director, officer or employee of the corporation, is or was serving (a) as a director or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its directors is held by the corporation, (b) as a trustee of an employee benefit plan and the duties of the director or officer to the corporation also impose duties on, or otherwise involve services by, the director or officer to the plan or to participants in or beneficiaries of the plan, or (c) in an executive or management capacity in a foreign or domestic partnership, joint venture, trust or other enterprise of which the corporation is an equity interest holder or in which a wholly owned subsidiary of the corporation is a general partner or has a majority ownership or interest shall be deemed to be so serving at the request of the corporation and entitled to indemnification and advancement of expenses under this article.

Exhibit H

Bylaws of Granwest Property & Casualty

BYLAWS OF GRANWEST PROPERTY & CASUALTY

Amended September 1, 2016

ARTICLE I.

Offices

The principal place of business of this Corporation shall be in Seattle, King County, State of Washington; provided, however, that the principal office may be changed at any time by act of the Board of Directors, and the Corporation may also have other offices in such place or places as the said Board may from time to time appoint, or the business of the Corporation may require.

ARTICLE II.

Stock and Stockholders

Section 1. All certificates of stock shall be signed by the President and Secretary and attested by the Corporate Seal.

Section 2. Certificates of stock may be transferred, sold, assigned, or pledged by endorsement in writing on the back of the certificate by the transferor to the transferee; provided, that until notice is given to the Secretary of the Company, and the surrender of the certificates of stock for cancellation, and for the issue of a new certificate in lieu thereof, this Company may treat the transferor as being still the owner of the stock.

Section 3. Surrendered certificates shall be duly marked "Cancelled", with the date of cancellation by the Secretary.

Section 4. Duplicate certificates of stock may be issued for such as may have been lost or destroyed upon such terms and security as the Board of Directors may designate.

Section 5. The capital stock of this Corporation shall consist of such amount and shares as are provided for from time to time in its Articles of Incorporation.

Section 6. The Board of Directors shall close the transfer books for a period of not exceeding ten (10) days preceding any meeting, annual or special, of the stockholders or one (1) day appointed for the payment of a dividend.

Section 7. Dividends upon the capital stock of the Corporation, when earned, may be declared by the Board of Directors at any regular or special meetings.

Section 8. Before payment of any dividend or making any distribution of profits, there may be set aside out of the surplus or net profits of the Corporation such sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other

purposes as the Board of Directors, from time to time, shall think conducive to the interest of the Corporation.

ARTICLE III.

Stockholders' Meetings

Section 1. All meetings of the stockholders shall be held at the principal office of the Corporation or at such other convenient place as shall be designated by advance notice duly given all stockholders.

Section 2. The annual meeting of the stockholders shall be held on the third Tuesday of March of each year, or if a legal holiday, then on the next regular day following, at 8:00a.m., when they shall by a majority vote elect Directors to fill vacancies then existing on the Board of Directors, examine and consider the annual report of the officers and Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 3. The holders of a majority of all stock issued, and entitled to vote thereat, present in person, or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified, except that any meeting at which Directors are to be elected shall be adjourned only from day to day until the Directors have been elected.

Section 4. At each stockholder's meeting, every stockholder shall have one vote for each share of voting stock registered in his name on the books of the Corporation, except that no share of stock shall be voted on at any election of Directors which has been transferred on the books of the Corporation within seven (7) days next preceding such election. Every stockholder shall have the right to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than eleven (11) months prior to said meeting, unless the said proxy provides by its terms for a longer period of validity, and in no event shall a proxy, unless coupled with an interest by law, be voted upon after three years from the date of its execution.

Section 5. Written notice of the annual meeting shall be mailed to each stockholder who is entitled to vote thereat (and also to his attorney or proxy, if the address of the said attorney or proxy is on file with the Secretary of the Corporation) at such address as appears on the stock book of the Corporation, at least ten (10) days prior to the meeting.

Section 6. A complete list of the stockholders entitled to vote at all meetings, arranged in alphabetical order, with the residence of each and the number of voting shares held by each, shall be prepared by the Secretary and filed in the office where the meeting is to be held, at least ten (10) days before the meeting, and at all times during the usual hours for business, and during the whole time of meeting, shall be open to the examination of any stockholders.

Section 7. Special meetings of the stockholders for any purpose or purposes shall be called by the Chairman of the Board or the Corporate Secretary at the request in writing of any Director, or at the request in writing of any stockholder or stockholders holding sufficient voting stock to entitle such stockholder or stockholders to ten percent (10%) of the total votes represented by the voting stock of the Company issued and outstanding. Such request shall state the purpose or purposes of the proposed meeting.

Section 8. Business transacted at all special meetings shall be confined to the objects stated in the call.

Section 9. Written notice of special meetings of stockholders, stating the time and place and objects thereof, shall be mailed or telegraphed, as hereinafter provided, at least ten (10) days before the meeting, to each stockholder entitled to vote thereat (and to his attorney or proxy if the address of such attorney or proxy is on file with the Secretary of the Corporation) at such address as appears on the books of the Corporation; said notice to be mailed to any person or persons residing within the State of Washington, and to be mailed or telegraphed to all persons residing outside the State of Washington.

ARTICLE IV.

Board of Directors

Section 1. The affairs of this Corporation shall be managed by a Board of Directors, not in excess of thirteen in number. The number of Directors to serve at any one time shall be fixed by resolution adopted by the Board, but no such resolution shall serve to shorten the term for which elected of an existing Director. No person shall be eligible for election to the Board of Directors who is not also a member of the Board of Directors of Grange Insurance Association. Election to fill vacancies existing or occurring in the Board of Directors shall be held at the annual meeting of stockholders, and Directors so elected shall hold office until their successors shall have been elected and qualified. The Board of Directors shall have power to make and amend bylaws in such respects as shall not conflict with the Articles of Incorporation of this Corporation, and fill vacancies in the Board of Directors occurring between elections.

Section 2. The Directors shall hold their meeting at the executive offices of the Corporation, or at such other place as they may from time to time determine.

Section 3. In addition to the powers and authorities by these bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation, and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders. The Board may constitute such permanent or temporary committees and delegate thereto such powers as from time to time are deemed necessary.

Section 4. The Directors' terms of office shall be consistent with the dates of office of the corresponding terms of said directors, serving as directors of the Grange Insurance Association. Directors thereafter elected to fill vacancies existing because of expiration of terms shall be elected for terms of four (4) years each. Directors elected to fill vacancies existing because of creation of

additional directorships shall be elected for such a first term of from one (1) to four (4) years as may be fixed by the resolution creating such directorship. A Director elected by the Board of Directors to fill a vacancy occurring between annual meetings of the stockholders shall hold office until expiration of the term of the vacating Director. All terms shall commence as of the date of election and each Director shall serve for the term for which elected and until his successor shall have been duly elected and has qualified.

Section 5. EXECUTIVE COMMITTEE. (a) The Executive Committee shall be composed of the Chairman of the Board, Vice Chairman of the Board, and three directors.

- (b) The director members of the Executive Committee shall be elected by the Board of Directors at the annual meeting of the Board of Directors. The Board of Directors shall nominate one or more nominees to fill a vacant position on the Executive Committee. The Board of Directors shall cast secret written ballots to elect the person to fill the vacant position on the Executive Committee. A majority of the votes cast shall be required for election.
- (c) There shall be no more than one "agent-director" on the Executive Committee at any time. If an agent-director is a member of the Executive Committee no other agent-director shall be eligible for nomination to serve on the Executive Committee except to fill a vacancy in the position occupied by the agent-director
- (d) Except as provided in Article IV, Sec. 5 (e) below, Executive Committee members shall serve a term of three years.
- (e) Upon expiration of the terms of the Executive Committee director members in June 1992, the Board shall elect three new Executive Committee members in accordance with the above election procedures. The term of one Executive Committee member shall be one year, the term of one Executive Committee member shall be two years, and the term of one Executive Committee member shall be three years. At this election only, nominations shall specify the Executive Committee member and the term for which the member is to be elected. After the initial election of Executive Committee members for the respective terms of one, two and three years, subsequent elections of Executive Committee members shall be for the regular term of three years. One Executive Committee member shall be elected each year to fill the vacancy of the Executive Committee member whose term expires in that year.
- (f) Vacancies on the Executive Committee which occur prior to the expiration of an Executive Committee member's term shall be filled by the Board of Directors at a regular meeting or a special meeting called for that purpose. Eligible nominees shall be elected to serve the remainder of the Executive Committee member's term.
- (g) The Executive Committee shall meet as necessary in those months when there is no meeting of the Board of Directors. The Executive Committee shall conduct such business for the Board of Directors as may be essential to the operation of the Association and which cannot be reasonably delayed until the next meeting of the Board of Directors. Any action undertaken or business conducted by the Executive Committee shall be considered for ratification by the entire Board of Directors at its next regular meeting. An Executive Committee meeting shall be called by either the Chairman of the Board or by three other Executive Committee members. The Executive Committee shall keep full and complete minutes of its meetings and proceedings and shall submit

such minutes and actions therein recorded to the Board of Directors at the next following meeting of the Board of Directors.

ARTICLE V.

Meetings of Board of Directors

Section 1. The newly elected Board of Directors shall meet immediately following the meeting of the stockholders at which said Board is elected, for the purpose of organization or otherwise, and no notice of meeting shall be necessary to the newly elected Directors in order to constitute the meeting, provided, that a majority of the Board shall be present.

Section 2. The annual meeting of the Board of Directors shall be held immediately upon adjournment of the annual meeting of the members. Regular meetings of the Board of Directors may be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors. Notice of such additional regular meetings shall be given each Director not less than ten (10) days before the meeting. Except as otherwise provided by law, the Board may consider any matter coming before a regular meeting without advance notice of such matter.

Section 3. Special meetings of the Board may be called by the Chairman of the Board, and shall be called by the Chairman of the Board or Secretary on written request of a majority of the Board of Directors or on written request of any stockholder or stockholders holding sufficient voting stock to entitle such stockholder or stockholders to twenty percent (20%) of the total votes represented by the voting stock of the Corporation issued and outstanding. Notice of a Special meeting, signed by the Chairman of the Board or by a majority of Directors, shall be sent to each Director by mail or by electronic means ten (10) days in advance at such address as appears on the books of the Corporation stating the purpose of the meeting. No business other than that stated in the notice shall be considered except upon affirmative vote of a majority of the full Board taken at such special meeting. Any Director may in writing waive notice of any such meeting.

Section 4. It shall be competent for the Board of Directors to hold a meeting in any other State of the Union, in the Province of British Columbia, Canada, or in any Territory or Possession of the United States of America, providing a majority of the Directors shall sign a waiver of notice, which notice shall state the time, place, and purpose of such meeting.

Section 5. A majority of the Directors shall constitute a quorum for the transaction of all business, provided, that a lesser number may adjourn to a definite time.

ARTICLE VI.

Officers

Section 1. The officers of the Corporation shall be chosen by the Directors, and shall be the Chairman, a Vice Chairman, a President/Chief Executive Officer, one or more Vice Presidents, a Corporate Secretary, and a Treasurer. The same individual may hold at the same time any two offices

except those of Chairman and of Vice Chairman. Only the Chairman and one Vice Chairman shall be elected from among the members of the Board of Directors. The election shall be by ballot by the Board of Directors at the first Board meeting following the annual meeting of the Board held in the even-numbered years. The Chairman of the board, the Vice Chairman of the Board, and each member of the Executive Committee may be removed from the positions of Chairman of the Board, Vice Chairman of the Board or Executive Committee member by a 2/3 vote of the Board of Directors at a special or regular meeting of the Board of Directors.

Section 2. The Board may appoint such assistants as it shall find necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. The compensation of the officers, and assistants, of the Corporation shall be fixed by the Board of Directors.

ARTICLE VII.

Chairman of the Board

Section 1. The Chairman of the Board shall preside at all meetings of the Board and at all meetings of the Stockholders, and shall have the authority to see that the actions of the Board and of the Executive Committee are carried out as defined by these respective bodies. From among the members of the Board he shall appoint, each year, the members of each committee when such committees are so constituted by the Board of Directors, and fill by appointment vacancies occurring on committees. The order of precedence of Vice Chairman of the Board shall be as fixed by the Board of Directors.

ARTICLE VIII.

Vice Chairman

Section I. The Vice Chairman shall, in the absence or disability of the President, perform the duty and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

President/Chief Executive Officer

Section 2. The Board of Directors shall be responsible for hiring and overseeing a President/Chief Executive Officer, who will be responsible for the day to day operations of the Association and shall keep the Chairman of the Board fully informed of significant activities. He/she shall execute all policies, general warrants, bonds, debentures, assignments, mortgages, notes and all contracts and other legal documents binding upon the Association with the exception of bank checks, provided, however, that all such documents shall also be countersigned by the Corporate Secretary or Treasurer. The Board of Directors may, however, by resolution designate any other officer or officers to execute any or all such documents. After being chosen as President/Chief Executive Officer he/she will immediately take office.

ARTICLE IX.

Corporate Secretary

The Corporate Secretary shall attend all sessions of the Board and all meetings of the stockholders, and record all votes and minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall keep in safe custody the seal of the Corporation, and shall affix the same to any contracts of the Corporation requiring the Seal, and shall attest the execution thereof as Secretary.

He shall have custody of the personal property of the Corporation, other than its funds and securities. He shall give, or cause to be given, notice of all meetings of the stockholders and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors.

ARTICLE X.

Treasurer

Section 1. The Treasurer shall have the custody of the Corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

Section 2. He shall disburse the funds of the Corporation as may be ordered by the Board, taking proper voucher for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. All checks or drafts drawn against the funds of the Corporation shall be signed by the Treasurer or Assistant Treasurer. The Board may, however, by resolution designate any other officer or employee of the Corporation to execute any or all such checks or drafts.

ARTICLE XI.

Vacancies

If the office of any Director becomes vacant, said vacancy shall be filled by the remaining Director or Directors until the expiration of the term of the vacating Director. If the office of any officer or agent becomes vacant for any reason the Board of Directors may choose a successor or successors who shall hold office for such term as the Board of Directors shall designate.

ARTICLE XII.

Duty of Officers May Be Delegated

In case of the absence of any officer of the Corporation, the Board may delegate, for the time being, the powers or duties, or any of them of such office to any other person.

ARTICLE XIII.

Fiscal Year

The fiscal year shall begin at 12:00 o'clock A.M. on the first day of January in each year, and shall end at 12:00 o'clock midnight on the 31st day of December of each year.

ARTICLE XIV.

Funds and Checks

Section 1. All funds received by the Corporation in the course of its business and for its own account, shall be deposited in one or more banking accounts of the Corporation and disbursed for the purpose and requirements of the Corporation only by checks. Funds in any other account in which the Corporation may have an interest by contract or otherwise may be disbursed only by check in a manner determined by the Board of Directors.

Section 2. Drafts, promissory notes, bills of exchange, acceptances and other instruments for the payment of money shall be signed by the Treasurer or Assistant Treasurer and countersigned by another officer as the Board of Directors shall direct, provided, that the Board of Directors shall at any time have the right to select any officer or employee of the Corporation and empower him to sign checks and other instruments for the payment of money.

ARTICLE XV.

Bonds

The Treasurer and other such officers and agents of the Corporation as shall handle or be responsible for the funds and assets of the Corporation shall be bonded in such amounts and manner as shall be determined by the Board of Directors. The Secretary or Treasurer shall be bonded only in a responsible surety company and other officers or agents shall be bonded in such manner as shall be determined by the Board of Directors; the cost of all such bonds provided for herein shall be borne by the Corporation.

ARTICLE XVI.

Indemnification

Section 1. Right to Indemnification. Each person who was or is made a party or is

threatened to be made a party to or is involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, of the corporation or, being or having been such a director, officer, employee, or agent, he or she is or was serving at the request of the corporation as a director, officer, employee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or in any other capacity while serving as a director, officer, employee, shall be indemnified and held harmless by the corporation to the full extent authorized by the Washington Business Corporation Act or other applicable law, as the same exists or may hereafter be amended, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee, and shall inure to the benefit of his or her heirs, executors, and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director, officer, employee, to repay all amounts so advanced if it shall ultimately be determined that such director, officer, employee, is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the corporation within sixty days after a written claim has been received by the corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, whether the required undertaking has been tendered to the corporation) and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall

not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of members or disinterested directors, or otherwise.

Section 4. Insurance, Contracts, and Funding. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability, or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any director, officer, employee, of the corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Separability of Provisions. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason, the validity and enforceability of the remaining provisions of this Article (including valid portions of paragraphs containing invalid provisions) shall in no way be affected or impaired thereby, and, to the fullest extent possible, the provisions of this Article shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 6. Partial Indemnification. If a claimant is entitled to indemnification by this corporation for some or a portion of expenses, liabilities or losses, but not for the total amount thereof, the corporation shall nevertheless indemnify the claimant for the portion of such expenses, liabilities and losses to which the claimant is entitled.

Section 7. Successors and Assigns. All obligations of the corporation to indemnify any director or officer or employee shall be binding upon all successors and assigns of the corporation (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law), shall be binding on and inure to the benefit of the spouse, heirs, personal representatives and estate of the director, officer, agent, or employee, and shall continue as to any claimant who has ceased to be a director, officer, partner, trustee, employee or agent (or other relationship or capacity). This corporation shall not effect any sale of substantially all of its assets, merger, consolidation or other reorganization unless the surviving entity agrees in writing to assume all such obligations of this corporation under this Article.

ARTICLE XVII.

Amendments

These bylaws may be altered or amended by a majority vote at any regular meeting of the Board of Directors or any special meeting of the Board of Directors called for that purpose. All such amendments shall be presented for the information of the stockholders at the annual meeting next succeeding the adoption of such amendments. The Board of Directors shall not make or alter any bylaws fixing their qualifications, classifications, terms of office or compensation.

CERTIFICATION

I, Rodney A. King, CRO & Corporate Secretary of Granwest Property & Casualty, here by certify that the attached copy of the Bylaws of Granwest Property & Casualty are true and exact as amended by the Board of Directors at a regular meeting held, at which time a quorum was present, and approved by the Board of Directors at its Annual Meeting on March 21, 2016, under the provisions of Article XVII of the Bylaws.

Signed and sealed this September 1, 2016



Rodney A. King, CRO & Corporate Secretary

Exhibit I

Board of Directors and Officers of Granwest Mutual Holding Company

EXHIBIT I
BOARD OF DIRECTORS AND OFFICERS
OF
GRANWEST MUTUAL HOLDING COMPANY

Directors:

Name	Class*
Jacqueline S. Brunson	Class I
Michele D. Caplis	Class III
Karen S. Carver	Class I
Mark E. Henry	Class II
Aaron T. Houlihan	Class II
Gregg A. Dykstra	Class II
Debra L. Moffatt	Class I
Patrick M. Scully	Class III
James E. Walters	Class III
Steven W. Stogner	Class I

* The terms of the initial Board of Directors shall expire sequentially by class beginning with Class I in 2026, Class II in 2027 and Class III in 2028.

Officers:

Name	Title
Steven W. Stogner	President
Tad B. Richards	Treasurer
Brian J. Allen	Secretary

Exhibit J

Board of Directors and Officers of Granwest Intermediate Holding Company

EXHIBIT J
BOARD OF DIRECTORS AND OFFICERS
OF
GRANWEST INTERMEDIATE HOLDING COMPANY

Directors:

Name	Class*
Jacqueline S. Brunson	Class III
Michele D. Caplis	Class II
Karen S. Carver	Class III
Mark E. Henry	Class I
Aaron T. Houlihan	Class I
Gregg Dykstra	Class I
Debra L. Moffatt	Class III
Patrick M. Scully	Class II
James E. Walters	Class II
Steven W. Stogner	Class III

* The terms of the initial Board of Directors shall expire sequentially by class beginning with Class I in 2026, Class II in 2027, and Class III in 2028.

Officers:

Name	Title
Steven W. Stogner	President
Tad B. Richards	Treasurer
Brian J. Allen	Secretary

Exhibit K

Board of Directors and Officers of Converted Grange Insurance Association

EXHIBIT K
BOARD OF DIRECTORS AND OFFICERS
OF
CONVERTED GRANGE INSURANCE ASSOCIATION

Directors:

Name	Class*
Jacqueline S. Brunson	Class I
Michele D. Caplis	Class III
Karen S. Carver	Class I
Mark E. Henry	Class II
Aaron T. Houlihan	Class II
Gregg A. Dykstra	Class II
Debra L. Moffatt	Class I
Patrick M. Scully	Class III
James E. Walters	Class III
Steven W. Stogner	Class I

* The terms of the initial Board of Directors shall expire sequentially by class beginning with Class I in 2026, Class II in 2027, and Class III in 2028.

Officers:

Name	Title
Steven W. Stogner	President
Tad B. Richards	Treasurer
Brian J. Allen	Secretary

Exhibit L

Current Organizational Structure of Grange Insurance Association and its Affiliates

EXHIBIT L

CURRENT ORGANIZATIONAL STRUCTURE

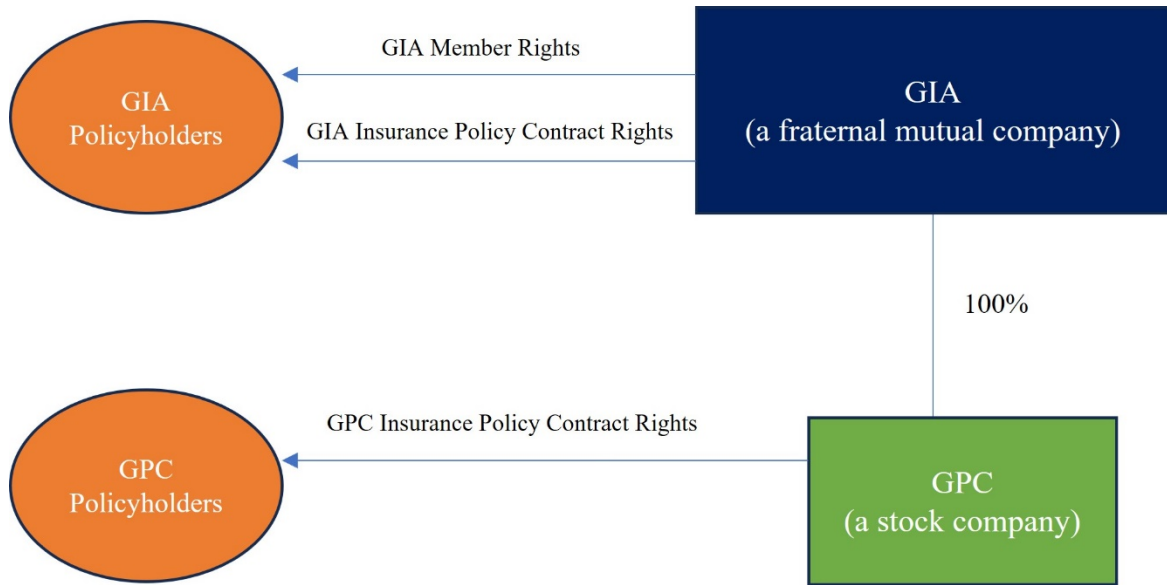


Exhibit M

Post-Reorganization Organizational Structure of Granwest Mutual Holding Company and its Affiliates

EXHIBIT M
POST-REORGANIZATION ORGANIZATIONAL STRUCTURE

