AMALGAMATION AGREEMENT

THIS AGREEMENT made this ____ day of _____________, 2026

BETWEEN:

BAY OF QUINTE MUTUAL INSURANCE CO.

(Ontario Corporation No. 83844)
hereinafter sometimes called "**BQM**")

- and –

L & A MUTUAL INSURANCE COMPANY

(Ontario Corporation No. 118817)
hereinafter sometimes called "**L & A**")

(collectively the "**Amalgamating Corporations**"
and each an "**Amalgamating Corporation**")

WHEREAS:

1. BQM (then "Bay of Quinte Agricultural Mutual Fire Insurance Company") was organized on August 11, 1874;

2. L & A (the "The Lennox and Addington Grange Mutual Fire Insurance Company") was organized on April 2, 1877;

3. The Amalgamating Corporations carry on the businesses of property and casualty insurance companies in Ontario through licences issued under the *Insurance Act*;

4. The Amalgamating Corporations are each mutual insurance companies subject to the *Corporations Act*;

5. The Amalgamating Corporations have each made full disclosure to the other of all their respective assets and liabilities and have each carried on business in the usual and ordinary course since December 31, 2025 without adverse change;

6. The Amalgamating Corporations, acting under the authority contained in the said statutes, have agreed to amalgamate upon the terms and conditions hereinafter set out;

7. It is desirable that the Amalgamation should be effected.

NOW THEREFORE THIS AMALGAMATION AGREEMENT WITNESSETH as follows:

Definitions

1. In this Agreement:

   (a) "Amalgamated Corporation" means the corporation continuing from the Amalgamation.

   (b) "Amalgamating Corporations" means **BQM** and **L&A**.

   (c) "Amalgamation" means the amalgamation of the Amalgamating Corporations provided for herein.

   (d) "Effective Date" means the date set out on the Letters Patent of Amalgamation and intended by the parties to be **January 1, 2027**.

   (e) "Corporations Act" means *Corporations Act*, RSO 1990, c C.38.

   (f) "Insurance Act" means the *Insurance Act*, RSO 1990, c 1.8

Agreement to Amalgamate

2. The Amalgamating Corporations hereby confirm the recitals above, and agree to amalgamate under the provisions of Sections 113 and 175 and Part V of the *Corporations Act* and Part XVI of the *Insurance Act, and* to continue as one corporation under the terms and conditions hereinafter set out, effective the Effective Date.

Name, Objects, and Organization

3. The name of the Amalgamated Corporation shall be

Great Waterways Mutual Insurance Company

4. the objects of the Amalgamated Corporation shall be as follows:

   Subject to the powers granted to each Amalgamating Corporation under their respective charter documents and the *Insurance Act* and the *Corporations Act*, the purpose and business of the Amalgamated Corporation shall be the undertaking and transacting of any class of insurance for which a mutual insurance corporation may be licensed and the carrying on of or involvement in any business or activity which a mutual insurance company is permitted to carry on or be involved in.

5. The Amalgamated Corporation shall be a mutual insurance company without share capital.

Members

6. The Members of the Amalgamated Corporation shall be those persons who are members under the By-laws for the Amalgamated Corporation, including persons insured under a policy of insurance issued by the Amalgamated Corporation who are deemed to be Members under the *Corporations Act*.

Head Office

7. The head office of the Amalgamated Corporation shall be in the Province of Ontario, at such location as the Directors shall determine from time to time. The address of the head office as of the Effective Date shall be:

13379 LOYALIST PARKWAY, PICTON, ONTARIO

Directors

8. The affairs of the Amalgamated Corporation shall be under the supervision of the Board of Directors from time to time, subject to the provisions of the Corporations Act.

9. The number of directors shall be within the minimum and maximum range required under the Corporations Act, being between Six (6) and Fifteen (15) (inclusive) as of the date of this Agreement.

10. The first directors of the Amalgamated Corporation, shall be as follows:

Name	**Calling**	**Address**	**Initial Term (years)**
Alan Brown	Farm Operator	400 Brown Road, Enterprise, ON K0K 1Z0	3
Art Wiersma	Retired	199 Prinyers Cove Drive, Picton, ON K0K 2T0	2
Christina Poitras	Artist and Small Business Owner	885 County Road 5, Picton, ON K0K 2T0	3
Connie Robinson	Retired	1136 Jarvis Road, Madoc, ON K0K 2K0	2
Georg Lang	Crop Farm	135 Plumb Road, Shannonville, ON K0K 3A0	2
George Taylor	Crop Farmer	890 Carman Road, Brighton, ON K0K 1H0	2
Harold Scanlan	Retired	66 Ryan Road, Stirling, ON K0K 3E0	1

James Bates	Retired	340 Melrose Road, Shannonville, ON K0K 3A0	3
Vincent Brennan	Executive Director	1911 Foxboro Stirling Road, Stirling, ON K0K 3E0	1
Andrew Dawson	Farm Operator	205 McIlquham Blair Road, Lanark, ON K0G 1K0	1
Roy Pearse	Electrician and Farm Operator	1945 Battersea Road, Glenburnie, ON K0H 1S0	1
Pamela Oliver	Businesswoman	9280 County Road 2, Napanee, ON K7R 3L1	3

11. If any of the first Directors should cease to be qualified to act as a Director, resign, or die before the Effective Date, this Agreement shall continue in full force and effect and such vacancy may be filled by the remaining directors in accordance with the *Corporations Act*.

12. The first directors of the Amalgamated Corporation shall hold office from the Effective Date until the annual meeting of the Amalgamated Corporations next following the expiration of their respective Initial Terms as set out in Section 10, or until their successors are elected or appointed.

13. Subsequent directors shall be elected each year at either a Special General Meeting or the Annual General Meeting of the members in accordance with the Corporations Act.

Assets and Liabilities of Amalgamating Corporations

14. Each Amalgamating Corporation shall contribute to the Amalgamated Corporation, all its assets and the Amalgamated Corporation shall assume all liabilities of each Amalgamating Corporation.

15. The Amalgamated Corporation shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of the Amalgamating Corporations.

16. All rights of creditors against the property, rights and assets of the Amalgamating Corporations, and all liens upon their property, rights and assets, shall be unimpaired by the Amalgamation, and all debts, contracts, liabilities and duties of the Amalgamating Corporations shall thenceforth attach to the Amalgamated Corporation and may be enforced against it.

17. No action or proceeding by or against the Amalgamating Corporations shall abate or be affected by the Amalgamation.

By-laws

18. By-law No. 1-2027 adopted by the Members of Amalgamating Corporations shall be the by-law of the Amalgamated Corporation as of the Effective Date until repealed or amended.

19. 14. The Amalgamating Corporations agree not to execute this Agreement without receiving the prior permission in writing of the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario.

20. 15. Upon the adoption of this Agreement by the members of the Amalgamating Corporations by special resolutions duly passed in accordance with Section 113 of the Corporations Act, such fact shall be certified upon the Agreement by the Secretaries of the Amalgamating Corporations and the Amalgamating Corporations shall forthwith thereafter jointly apply to the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario for final approval of this Agreement under Part XVI of the Insurance Act, and shall forthwith thereafter jointly apply to the Ministry of Public and Business Service Delivery of Ontario for Letters Patent of Amalgamation confirming this Agreement to take effect on the Effective Date.

Termination

21. At any time before the endorsement of Letters Patent of Amalgamation in respect of the Amalgamation, the Amalgamation Agreement may be terminated by the Board of Directors of any of the Amalgamating Corporations in their sole discretion.

Amendment

22. If, in the opinion the Boards of Directors of the Amalgamating Corporations an amendment to this Agreement: (i) is required to give effect to the Amalgamation; (ii) is required or requested by the Financial Services Regulatory Authority of Ontario or governmental regulator; or (iii) is otherwise necessary or desirable, this Agreement may be amended without the necessity of obtaining the further approval of the Members of the Amalgamating Corporations.

General

23. This Agreement may be executed in counterparts, and executed and delivered by electronic means, each of which shall be deemed to be an original and all of which, taken together shall be deemed to constitute one and the same instrument.

24. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable herein, and shall be treated in all respects as an Ontario Agreement.

25. Each of the Amalgamating Corporations shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

[*SIGNATURE PAGE IMMEDIATELY FOLLOWS*]

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the Amalgamating Corporations under the signatures of their proper officers in that behalf, the date first written above.

BAY OF QUINTE MUTUAL INSURANCE CO.

Per: ______________________________
Name: Jeffery Howell
Title: President & CEO

Per: ______________________________
Name: Connie Robinson
Title: Board Chair
We have authority to bind the corporation.

L & A MUTUAL INSURANCE COMPANY

Per: ______________________________
Name: Ross Lincoln
Title: President & CEO

Per: ______________________________
Name: Roy Pearse
Title: Board Chair
We have authority to bind the corporation.