

**AMENDED AND RESTATED BYLAWS OF
GERMANIA FARM MUTUAL INSURANCE ASSOCIATION**

December 17, 2024

ARTICLE I

GENERAL RULES

1. Only policyholders of Germania Farm Mutual Insurance Association (the “**Association**”) shall be qualified to be a member of the Association and entitled to vote in any election held pursuant to the Constitution of the Association (the “**Constitution**”) and these Bylaws of the Association (these “**Bylaws**”).
2. When considering requests for insurance, this Association shall follow methods and procedures that are consistent with good management and underwriting. Management shall establish underwriting guidelines.
3. A reinsurance program shall be formulated by the President or its designee and submitted to the Board of Directors of the Association (the “**Board**”) to be reviewed annually.
4. The property now and hereafter to be insured shall be divided into two classes: country (rural), and city property. Under the provisions applicable to Farm Mutual Insurance Companies under the Texas Insurance Code of the State of Texas, city property shall be any property in an incorporated city having a population greater than 6,500 per the last federal census or other population as may be adjusted in accordance with law or amended from time to time by law. Rural property remains classified as rural when the insurance is continuous without lapse of coverage for more than 60 days.

ARTICLE II

POLICY COVERAGES AND PREMIUMS

1. The premium due on each policy shall be paid annually on the policy’s effective date or, if approved by the Association, may be paid in installments. Premium notices will indicate the method of payment available, the amount of payment, and the payment due date. Payments not received in the home office of the Association by the due date shall subject the policy to cancellation. The President or its designee shall develop policies and procedures consistent with applicable laws, rules, and regulations governing Farm Mutual Insurance Companies in the State of Texas (collectively, “**Texas Law**”) concerning the cancellation of policies of insurance and the refund of premiums. The Agent of Record will be notified of all policies of its members being billed and canceled.
2. The President or its designee shall approve such insurance coverages to be afforded the members; *provided, however*, in no event shall such coverages exceed that authorized to be issued by Farm Mutual Insurance Companies under the Texas Insurance Code. The

Association is authorized to require, at its option, that all or a percentage of the money paid for a loss be used to replace or repair damaged or destroyed property.

3. No policy issued by the Association shall subject a policyholder to a contingent liability.

ARTICLE III

MEMBER'S RIGHTS AND DUTIES

1. A church, organizational member, or other jointly owned property may vote by a duly appointed representative. A member in good standing may transfer from one Local Chapter to another upon written request from the member to the home office.
2. Each member must abide by the Constitution, Bylaws, rules, and regulations of the Association and the Local Chapter. The member should, to the best of the member's ability, further the interests of the Association, attend the meetings of the Local Chapter, and participate in exercising the member's rights (including voting as set forth herein).
3. A member must allow authorized representatives of the Association onto the premises to inspect insured property.
4. A member of this Association shall not endorse, participate in, or recommend any other insurance or product whereby the Association is used as a means of promotion.

ARTICLE IV

LOCAL CHAPTERS

1. The President or its designee shall have the authority to: (a) charter Local Chapter(s) as it deems appropriate, (b) assign a Local Chapter number, and (c) appoint the initial officers of the Local Chapter who shall serve in such position until such officer's successor is duly elected by the members of the Local Chapter.
2. The elected officers of the Local Chapter shall be the Local Chapter President, the Local Chapter Secretary-Treasurer (referred to as the Local Chapter Secretary), and such other officers that the members of the Local Chapter deem necessary. Any elected officer of a Local Chapter shall be a member of the Local Chapter. Members shall elect the officers of a Local Chapter for a term not to exceed three years. If the office of the Local Chapter President becomes vacant, the Local Chapter Vice President shall advance to that position for the remainder of the elected term. Should there be no Local Chapter Vice President at the time the office of the Local Chapter President becomes vacant, the Local Chapter Secretary will appoint a qualified member to fill such vacancy until such time when a successor is duly elected by the membership of the Local Chapter. If the office of Local Chapter Secretary becomes vacant, the Local Chapter President will appoint a qualified member to fill such vacancy until such time as a successor is duly elected by the membership of the Local Chapter. If the office of any remaining office becomes vacant, the Local Chapter President may appoint a qualified member to fill such vacancy who shall serve until a successor is duly elected by the membership of the Local Chapter.

The Local Chapter officers are responsible for operating the Local Chapter in a manner consistent with good management practices and in compliance with the provisions and aspects of the Association's Constitution, Bylaws, rules, and regulations.

3. The Local Chapter shall act on the reports of its officers and perform such other duties as shall be imposed upon it by the Constitution, the Bylaws, the Board, or the President or its designee.
4. A Local Chapter may maintain account(s) for purposes other than insurance agency operations as may be determined by the Local Chapter. No assessment or fee of any kind shall be charged by the Local Chapter to a member without prior Association approval.
5. Each chartered Local Chapter shall hold an annual policyholder meeting at a time as prescribed by the Board and at such other times as may be called by the Local Chapter President or the President of the Association. A meeting is defined as the assembly of the members for the purpose of conducting the business of the Local Chapter. Notification of the time and place of the meeting must be given to all the members of the Local Chapter. All members must be notified by the method selected by the Board from time to time. Such notice should state if the business to be conducted at the meeting includes the election of Director(s) or the voting on amendment(s) to the Association's Constitution. At least five members must be present to have a quorum and conduct any business; voting by mail and/or voting electronically constitutes a member's presence at a meeting for purposes of the quorum requirement. The notifications will be handled by the home office with the Agent of Record being billed for expenses of the same. The home office should be notified at least thirty (30) days prior to the date of the meeting as to the date, time, and location of the meeting. Voting may take place by any method(s) permitted by Texas Law, which the Board selects from time to time. All election results from the Local Chapters and/or completed ballots from the Association members (if voting occurs outside of the Local Chapter meetings) must be received consistent with the return method prescribed by the President of the Association within that period of time established by the Board.
6. The Local Chapter meeting agenda should include:
 - a. Verification of members present
 - b. Welcome and opening remarks
 - c. Approval of minutes of the previous meeting
 - d. Financial report, if applicable
 - e. The following, if applicable:
 - i. Reports of committees
 - ii. Voting on amendments to Constitution if the voting is noticed to occur at the Local Chapter meeting

- iii. Voting on Director(s) if the voting is noticed to occur at the Local Chapter meeting
 - iv. Election of Local Chapter officers
 - v. Appointment or election of committees
- f. Unfinished business
 - g. New business
 - h. Discussion for the benefit of the Association
 - i. Adjournment
7. Notwithstanding the provisions of these Bylaws, which allow for the organization and operation of a Local Chapter, nothing herein contained shall restrict or prevent the President from taking any action respecting such Local Chapter, including, without limitation, the dissolution of such Local Chapter or the suspension of or the placing of restrictions on the Local Chapter, notwithstanding the fact that any such action taken may have an adverse effect upon the Local Chapter, including, but not limited to, its continuing operation and any agreements entered into by the Local Chapter.
8. From time to time, the Board (at its sole discretion), may direct the Local Chapter annual policyholder meeting be conducted by means of conference telephone, digital or electronic meeting platform(s) or similar communication equipment in which all persons participating in such meeting can hear each other. At the discretion of the Local Chapter President, other Local Chapter meetings may be conducted by means of conference telephone, digital or electronic meeting platform(s) or similar communication equipment in which all persons participating in such meeting can hear each other. Participation in a meeting held pursuant to this paragraph shall constitute presence in person at such meeting except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
9. Whenever a Local Chapter is dissolved, the charter of the Local Chapter is canceled, and the Local Chapter shall be of no further force or effect. Existing members of the dissolved Local Chapter may be transferred to one or more existing Local Chapters in the manner prescribed by the President or its designee.

ARTICLE V

AGENTS OF RECORD

1. On matters relating to insurance, each Local Chapter will be represented by an Agent of Record who is appointed by the President or its designee. As a condition of appointment by the President or its designee, an Agent of Record shall agree to bear the expense of holding and conducting the Local Chapter's annual meeting as required of each Local Chapter in Section 5 of Article IV. Such expenses of the Agent of Record shall include, but not be limited to, the

reimbursement of the Home Office for the mailing of the notice of such annual Local Chapter meeting to the members, the expense of any meeting facilities, expenses for conducting the meeting via teleconference, digital or electronically (or a similar platform), food, beverages, and door prizes.

2. In addition to the licensing requirements of the State of Texas, each Agent of Record must fully comply with the terms and provisions of the Agent's Agreement, with all continuing education requirements and such other requirements as may be prescribed from time to time by the President or its designee. Each Agent of Record shall serve in such capacity at the will of the President or its designee, and such Agent of Record's authority to write insurance and bind coverage for the Association may be terminated in whole or in part, at any time, with or without cause, by the President or its designee.
3. The Agent of Record and all officers, managers and employees of the Agent of Record shall timely and completely comply with all laws, rules, and regulations, including without limitation the Constitution, these Bylaws, all underwriting guidelines, and all other rules and regulations of the Association, and shall not expose the Association to any claim, litigation, administrative proceeding, fine, or penalty, in whole or in part, because of failure to so comply.
4. No Agent of Record, nor any officer, manager or employee of an Agent of Record shall have the power to waive any provision of the Constitution, Bylaws, or provisions of the insurance policies of this Association.
5. The Association, at its option, may elect to own the policy expirations and policy renewals of any or all of its members; or the Association may elect to allow an Agent of Record to own the policy expirations and renewals on the business placed by such Agent of Record with the Association.
6. Agents of Record may be eligible for bonus and incentive plans as may be established by the Board.
7. The Board may from time to time establish policies and/or procedures to facilitate an Agent of Record's sale of its business assets upon the termination of such Agent of Record's authority to write insurance and bind coverage for the Association.

ARTICLE VI

DISTRICTS

1. District meeting(s) may be called from time to time by the Board. If called, each District shall hold a District Meeting at a time and place established by the Board. Each Local Chapter Secretary shall be notified of the time and place of such meeting and of its duty to appoint a voting delegate to attend such meeting, as prescribed in Article VII of the Constitution.
2. The delegate appointed by the Secretary of the Local Chapter to represent the Local Chapter at a District Meeting shall be compensated as prescribed by the Board.

ARTICLE VII

BOARD OF DIRECTORS

1. Any resolutions authorized by Article XII of the Constitution as may be submitted by a Local Chapter must first be forwarded to the President for presentation to and consideration by the Board.
2. In conducting any meeting of the Board, the Chairperson may accord to a member not on the program an opportunity to speak once on any subject not exceeding three minutes, and on any business pending before the Board. The Chairperson must first secure the consent of the Board and, if there is no objection, this may be done in a summary method without requiring any formal vote. If there is an objection, it will require a majority vote to grant the privilege.
3. Any action required or allowed to be taken at any meeting of the Board may be taken without a meeting, and without prior notice, if each person entitled to vote on the action signs a written consent or consents stating the action taken. A written consent described herein has the same effect as a unanimous vote at a meeting.
4. A meeting of the Board may be conducted by means of conference telephone, digital or electronic meeting platform(s), or similar communication equipment in which all persons participating in such meeting can hear each other. Participation in a meeting held pursuant to this paragraph shall constitute presence in person at such meeting except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII

OFFICERS

1. Appointment: The Board shall select and appoint the President for the Association. The President shall select and the Board shall approve the Secretary-Treasurer and any additional Officers as provided for in the Constitution. The President shall serve at the will of the Board, and any additional Officers shall serve at the will of the President.
2. Duties:
 - a. President: The President shall be the Chief Executive Officer of the Association. The President shall have the responsibility for the general and active management of the Association and shall see that all orders and resolutions of the Board are carried into effect. The President may call special meetings of the Board. The President shall establish the duties of the Officers, may appoint assistants to the Officers, may appoint an attorney, and may establish such non-Board committees as the President deems appropriate. The President or its designee shall appoint the members of all non-Board committees. The President or any Board-authorized individuals shall sign all orders, certificates and other instruments necessary to carry out the purpose of this Association. The President shall discharge such other duties as may be imposed upon the President by this Constitution, the Bylaws, or the Board.

The Board shall fix the compensation of the President. In the event of a vacancy in the President position, the Board shall meet as soon as reasonably practical to fill such vacancy by majority vote.

- b. Secretary-Treasurer: The Secretary-Treasurer shall keep full and accurate records and books of the financial condition of the Association and of the Association's receipts and disbursements and shall render to the President, and/or the Board upon request, an accounting of all the financial transactions taken on behalf of the Association and of the financial condition of the Association. The Secretary- Treasurer shall give, or cause to be given notice of all meetings of the Board, and shall perform such other duties as may be imposed by this Constitution, the Bylaws, the Board, or the President. The Secretary- Treasurer shall prepare and keep the minutes of all meetings.

The Secretary-Treasurer, and any additional Officer as may be established by the President and approved by the Board, shall generally assist the President at the President's direction in the management of the Association, shall report to the President, and shall perform the duties and exercise the powers and responsibilities delegated by the President and as may be prescribed by the Board.

ARTICLE IX

COMPLAINTS

1. Except for irregularities alleged to have occurred in the election of a Director which is addressed in the Constitution, in the event a complaint is made against a Director, the same must be in writing, duly signed by the complainant, and mailed to the President of this Association. The President, after investigating the matter, may (i) render a decision concerning such complaint and take such action as the President deems appropriate or (ii) elect not to render a decision but to refer the complaint and the President's findings to the Governance Committee of the Board, or other applicable Board committee as may be established from time to time (the "**Governance Committee**"). A decision rendered by the President shall be final unless: (a) the decision calls for the removal of the Director, or (b) the Director against whom the complaint is filed desires to appeal the decision of the President by delivering a written notice of appeal to the chairperson of the Governance Committee within ten (10) days after receipt of the President's written decision.

In the event a complaint is made against the President as a Director, such complaint shall immediately be referred to the Governance Committee.

The party against whom the complaint has been made shall have the right to appear before the Governance Committee and to be represented by counsel. The Governance Committee may hear the testimony of witnesses and consider such other evidence as the Governance Committee, in its discretion, may elect to hear and/or consider. The Association may engage an attorney(s) of its choice. A decision rendered by the Governance Committee shall be final unless the decision calls for the removal of the Director from the Board. In such event, the Governance Committee shall provide a written report of its findings to the Board. Any action of the Board to expel one of its members must be agreed upon by a vote

of a two-thirds majority of all of the members of the Board. The party complained of shall not have the right to vote on any action taken by the Board on the complaint. The decision of the Board shall be final and obeyed by all parties involved.

2. Should any complaint be made against a Local Chapter, a Local Chapter officer, or an Agent of Record, the party making such complaint shall set out in writing the cause of such complaint, sign his/her name thereto, and deliver the complaint to the President of the Association. The President of the Association shall forward a copy of the complaint to the party against whom the complaint has been made or to the President and Secretary of the Local Chapter when a complaint is made against a Local Chapter.

The President shall review the complaint and shall have the option to dismiss the complaint without further inquiry or to attempt to effect a solution to the satisfaction of all parties involved. The decision of the President shall be final. If the President deems the complaint to be of a sufficiently serious nature, it shall bring the complaint before the Governance Committee. The President shall make a report to the Board regarding the complaint. The Board shall render such decision as a two-thirds majority of all members of the Board deems to be in the best interest of the Association. The decision of the Board shall be final and obeyed by all parties involved.

ARTICLE X

INDEMNIFICATION AND INSURANCE

1. Right to Indemnification.
 - a. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or other proceeding (whether civil, criminal, administrative, arbitative, or investigative), including any appeal thereof, or any inquiry or investigation that could lead to such an action or proceeding (each, a “**Proceeding**”) by reason of the fact that the person (i) is or was a Director or Officer of the Association; or (ii) while a Director of the Association, is or was serving at the request of the Association as a partner, director, officer, venturer, proprietor, trustee, employee, administrator, or agent (for the avoidance of doubt, Covered Person shall not include any independent insurance agent in their capacity as such) of another entity, organization, or an employee benefit plan (each a “**Delegate**” and, together with each such person in clause (i), a “**Covered Person**”) to the fullest extent permitted by Texas Law, but if applicable Texas Law is amended, substituted, or replaced, only to the extent that such amendment, substitution, or replacement permits the Association to provide broader indemnification rights than Texas Law permitted the Association to provide prior to such amendment, substitution, or replacement, against all judgments (including arbitration awards), court costs, penalties (including excise and similar taxes and punitive damages), settlements, fines, excise and other similar taxes, and reasonable expenses (including, without limitation, court costs and attorneys’ fees) actually incurred by the Covered Person in connection with such Proceeding. The right to indemnification described in this section shall continue

as to a Covered Person who has ceased to be a Director, Officer, or Delegate and shall inure to such Covered Person's heirs, executors, or administrators.

- b. Notwithstanding anything to the contrary in Section 1a of Article X, in no case shall the Association indemnify any Covered Person (or the legal representative of any such Covered Person) otherwise than for his or her reasonable expenses, in respect of any Proceeding (i) in which such Covered Person shall have been finally adjudged by a court of competent jurisdiction (after exhaustion of all appeals therefrom) to be liable on the basis that personal benefit was improperly received by him or her; or (ii) in which such Covered Person shall have been found liable to the Association. Further, the Association shall not indemnify any Covered Person for his or her reasonable expenses actually incurred in connection with any Proceeding in which he or she shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Association. The rights granted pursuant to this Section 1 of Article X shall be deemed contract rights, and no amendment, modification, or repeal of this Article X shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification, or repeal. It is expressly acknowledged that the indemnification rights provided under this Article X could involve indemnification for negligence or under theories of strict liability.
2. Advancement of Expenses. The Association shall pay or reimburse reasonable expenses incurred by a Covered Person who was or is a party or is threatened to be made a party to any Proceeding in advance of the final disposition of the Proceeding, without any determination as to the Covered Person's ultimate entitlement to indemnification; *provided*, that the advancement of expenses incurred by such Covered Person shall be made only upon delivery to the Association of: (i) a written affirmation by the Covered Person of the Covered Person's good faith belief that such person has met the standard of conduct necessary for indemnification under applicable Texas Law and (ii) a written undertaking by or on behalf of the Covered Person to repay the amount so advanced if the final determination is that the Covered Person has not met the required standard of conduct set forth in applicable Texas Law or that indemnification is prohibited under Texas Law.
3. Indemnification of and Advancement of Expenses to Other Persons. Notwithstanding anything to the contrary in this Article X, the Association may, by general or specific action of the Board, indemnify and advance expenses to persons that are not Covered Persons who are or were serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, trust, employee benefit plan, or other enterprise, to the extent and subject to the conditions provided by Texas Law and these Bylaws.
4. Appearance as a Witness. Notwithstanding any other provision of this Article X, the Association shall pay or reimburse reasonable expenses incurred by a Covered Person in connection with his or her appearance as a witness or his or her other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

5. Non-Exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article X shall not be exclusive of any other right which a Covered Person or other person indemnified pursuant to this Article X may have or hereafter acquire under any applicable law (common or statutory), provision of the Constitution or Bylaws of the Association, agreement, contract, vote of members or disinterested Directors, pursuant to the direction of any court of competent jurisdiction, or otherwise.
6. Insurance. The Association may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, Officer, Delegate, employee, or agent of the Association or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust, or other enterprise against any expense, liability, or loss, whether or not the Association would have the power to indemnify such person against such expense, liability, or loss under this Article X.
7. Member Notification. To the extent required by applicable Texas Law, any indemnification or advance of expenses to a Covered Person under this Article X shall be reported in writing to the members with or before the notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.
8. Savings Clause. If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify and advance expenses to each Covered Person and other person indemnified pursuant to this Article X, to the extent permitted by any applicable portion of this Article X that shall not have been invalidated.

ARTICLE XI

BOARD COMMITTEES

The Board shall establish from among its members such committees as the Board may deem from time to time appropriate. All Board committees shall operate pursuant to a Board-approved committee charter.

ARTICLE XII

INTERESTED TRANSACTIONS

Except as may be otherwise provided by Texas Law, no contract, act, or transaction of the Association with any person or persons, firm, trust, or association, or any other corporation shall be affected or invalidated by the fact that any director, officer, or member of this Association is a party to, or is interested in, such contract, act, or transaction, or in any way connected with any such person or persons, firm, trust, or association, or is a director, officer, or shareholder of, or otherwise interested in, any such other corporation, nor shall any duty to pay damages on account of this Association be imposed upon such director, officer, or member of this Association solely

by reason of such fact, regardless of whether the vote, action, or presence of any such director, officer, or member may be, or may have been necessary to obligate this Association on, or in connection with, such contract, act, or transaction; *provided*, that if such vote, action, or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other corporation) be known by or disclosed to the Board or a committee thereof.

ARTICLE XIII

MAIL

Any reference to “mail” delivery herein shall include, but not be limited to, all of the following means and mechanisms of transmission: United States Postal Service, Federal Express, United Parcel Service, electronic mail transmissions, faxes, telephonic transmissions, and any and all other means of disseminating information that is currently in existence or may be developed for the same purposes, which are widely known and accepted means of dispersing data and information.

ARTICLE XIV

AMENDMENT TO BYLAWS

The power to alter, amend, or appeal these Bylaws or adopt new Bylaws shall be vested exclusively in the Board of the Association.