

**ARTICLES OF ASSOCIATION
OF
MISSOURI PROFESSIONALS MUTUAL**

ARTICLE I

The name of the Association is: MISSOURI PROFESSIONALS MUTUAL.

ARTICLE II

The address of the Association's registered office in the State of Missouri is 120 S. Central Ave., Suite 1800, St. Louis, MO 63105, and the name of its registered agent at that address is Donald R. Carmody.

ARTICLE III

The Association is organized for the purpose of providing liability insurance, including medical malpractice insurance, or indemnification for health care professionals licensed in the State of Missouri, and for any other purpose which may be permitted under the provisions of Chapter 383 RSMo., as now in effect or subsequently amended. In order to carry out the purposes for which it is organized, the Association shall have the following rights and powers to the extent not inconsistent with nor prohibited by Sections 383.010 through 383.040, RSMo.:

1. To make contracts of insurance against any civil liability arising against an insured, as the term is defined therein and in Chapter 383 RSMo., as now in effect or as subsequently amended, and to reinsure with others and accept reinsurance from others, with respect to any such risk;
2. To sue and be sued, complain and defend in any court of law or equity;
3. To have a corporate seal which may be altered at the pleasure of the Association and to use such seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced;

4. To purchase, hold or convey such real estate as the purposes of the Association shall require, and to take, hold or convey other property, real, personal or mixed, as shall be necessary in the transaction of its business, all to the extent permitted by law, and more particularly as provided by Sections 375.020, 375.330 and 375.340, Revised Statutes of Missouri, 1978, as amended;

5. To sell, convey, mortgage, pledge or otherwise dispose of and otherwise use and deal in and with shares, or the interest in or obligations of other domestic and foreign corporations, associations, partnerships or individuals, all to the extent permitted by law;

6. To sell, convey, mortgage, pledge or otherwise dispose of all or substantially all of the property and assets of the Association, with or without the goodwill of the Association, upon such terms and conditions and for such consideration consisting in whole or in part, or money or property, real or personal, including but not restricted to shares of any other domestic or foreign corporations, as shall be consistent with the provisions of law applicable to such transfers and consistent also with any and all provisions of Chapter 383 RSMo. now in effect or as subsequently amended;

7. To make contracts and incur liabilities which may be appropriate to enable it to accomplish any or all of its purposes; to issue its notes, bonds, and other obligations; to secure any of its obligations by mortgage, deed of trust, or pledge of any or all of its property, franchises or income; to issue notes or bonds secured or unsecured; to enter into contracts of reinsurance, to the extent permitted by law to an Association of this kind;

8. To invest its reserve and surplus funds of whatever kind of character from time to time and to lend money for its corporate purposes, and to take and hold real and personal property as security for the payment of funds so invested or loaned, all to the extent that such

investments may be permitted by law;

9. To elect or appoint officers and agents of the Association and to define their duties and fix their compensation, such officers to consist of a President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time deem necessary, and in the event the same person shall hold the offices of Secretary and Treasurer, it shall be one office known as Secretary-Treasurer;

10. To make and alter Bylaws, not inconsistent with these Articles of Association or with the laws of this State, for the administration and regulation of the affairs of the Association;

11. To terminate its corporate activities and to surrender its corporate franchise;

12. To enter into, make, perform, and carry out contracts of every sort and kind, including insurance brokerage contracts, contracts for consulting services and contracts for the management of the Association, which may be necessary or convenient for the business of the Association, or business of a similar nature, with any person, corporation, property, private, public, or municipal, body politic, under the Government of the United States, or any state, territory, possession thereof, or any foreign government, so far as and to the extent that the same may be done and performed by associations organized under Chapter 383 RSMo. as presently in effect or subsequently amended;

13. To such extent as an Association organized under Chapter 383 of this State may now or hereafter lawfully do, either as principal or agent, and either alone or in connection with other associations, corporations, firms or individuals, all and everything necessary, suitable, convenient, or proper for, or in connection with, or incident to, the accomplishment of any of the purposes for the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly, to promote the interest of this Association or to enhance the value of its

property; and in general, to do any and all things and exercise any and all powers, rights and privileges which an association may now or hereafter be organized to do or to exercise under Chapter 383 of this state, or any act amendatory thereof, supplemental thereto, or substituted therefore.

ARTICLE IV

The voting rights of the members of the Association shall be equal and each member shall be entitled to one vote provided such member is an insured at the time of such vote and provided further that such member's policy of insurance shall be then in effect. A member must vote in person or by its duly authorized proxy, upon the condition and in the manner provided in the bylaws. The initial directors are appointed pursuant to these Articles. The successor directors are appointed pursuant the Bylaws.

ARTICLE V

The names and addresses of the incorporators initially associated to and for the Association are:

Lawrence E. Samuels, M.D.
11 Westwood Country Club
St. Louis, MO 63141

Jacques A. Herzog, M.D.
25 Portland Drive
St. Louis, MO 63131

George C. Vournas, M.D.
14108 Northmill Ct.
St. Louis, MO 63017

ARTICLE VI

Individuals and certain entities insured by the Association under Chapter 383 RSMo. shall constitute its membership. Any individual or entity authorized to apply for membership

under Chapter 383 RSMo, as amended, may apply for insurance and membership in the Association on forms authorized by the Association or in such other manner as the Association may designate. Admission to the Association and issuance of insurance coverage shall require the approval of the Association and any underwriting committee, if any, of the Association. The Association in its sole discretion shall have the right to decline to accept any applicant for membership and to cancel or nonrenew the insurance coverage of a member, suspend the member's rights of membership in the Association, and terminate insurance coverage and membership in the Association.

ARTICLE VII

The amount of the initial assessment which was paid into the Association by each initial member was One Hundred Dollars (\$100.00). An initial assessment in a like amount shall be payable by each additional member prior to its admission to membership.

Regular assessments may be made monthly, quarterly, semiannually, or annually in such amounts and in the manner provided for in the bylaws or as prescribed by the Association.

Operating and/or special assessments may be levied upon members from time to time as determined by the Association, or in the manner prescribed by the bylaws without limitation as to frequency. Any such operating and/or special assessment shall be apportioned among and levied upon the members who are members on the date of any such levy in an amount equal to the amount of any such operating and/or special assessment as determined by the Association in the Association's discretion times a fraction, the numerator of which is the amount of such member's annualized regular assessment determined as of the date of the levy of any such operating or special assessment (or the most recent date for which a regular assessment was paid in the case of members whose insurance is no longer in effect) and the denominator of which is

the total amount of annualized regular assessments of all regular assessments collected by the Association determined as of the date of the levy of any such operating or special assessment (or the most recent date for which a regular assessment was paid in the case of members whose insurance is no longer in effect). However, the maximum amount of any one operating assessment or any one special assessment which the Association may make against a member shall be an amount which does not exceed the most recent annualized regular assessment for such member.

Notwithstanding the termination, voluntary or involuntary, of any policy of insurance issued to any member, such person or entity shall remain a member of the Association until the end of the policy period as such appears on the declaration page of any policy of insurance of the Association issued to any such person or entity. Such person or entity shall remain liable for operating assessments and special assessments that may be charged during such policy period. Upon the later of (i) the termination and nonrenewal of a member's policy of insurance through the Association, or (ii) the expiration of the policy period for a policy of insurance formerly maintained by a member, a person or entity shall cease to be a member of the Association.

Notwithstanding anything herein to the contrary, any member with respect to whom or which a policy of insurance has been terminated, whether by voluntary or involuntary events, shall be conclusively determined to be a member only and solely for the purposes of assessment as provided herein and accordingly shall not have any rights including but not limited to the right to vote or any rights to any distributions to members hereunder.

ARTICLE VIII

The duration of the Association is perpetual.

ARTICLE IX

The number of directors to constitute the Board of Directors is three (3). The Initial Directors shall be as follows to serve for the following initial terms:

INITIAL DIRECTORS	ADDRESS	INITIAL TERM
Timothy H. Trout	9645 Clayton Road, Suite 300 St. Louis, MO 63124	6 years
Gregory L. Goltermann ¹	10900 Manchester Road St. Louis, MO 63122	5 years
Robert W. Brown ²	9645 Clayton Road, Suite 300 St. Louis, MO 63124	4 years

The initial Directors shall serve for the initial terms as provided above. Following the expiration of the initial terms of the initial Directors, the successor Directors shall be elected by the members as provided in the By-Laws for successive five (5) year terms. The manner of election of successor Directors shall be in accordance with the Association's bylaws. Except as otherwise specifically provided by statute, all powers of management and direct control of the Association shall be vested in the Board of Directors. At all elections of successor directors of this Association, each member shall be entitled to one vote.

ARTICLE X

The Association shall adopt bylaws providing for a governing body for the Association, a manner of election thereof consistent with these Articles of Association, the manner in which the assessments will be made, consistent with these Articles of Association, the specific kinds of insurance or indemnification which will be offered, the classes of membership which will be

¹ Mr. Golterman has been replaced as a Director by Richard T. Meyer as of April 8, 2004.

² Mr. Brown has been replaced as a Director by John M. Lorei, M.D., as of April 23, 2005. Dr. Lorei was re-elected for an additional term of five (5) years at the 2007 Annual Meeting of the Members of the Association on April 28, 2007.

afforded, and may provide that assessments of various amount for particular classes of membership will be made provided that assessments shall be uniform within classes. Said bylaws may also provide for the transfer of risks to other insurance companies or for reinsurance. The bylaws of the Association may be subsequently amended or repealed, and new bylaws adopted upon the affirmative vote of a majority of a quorum of the Board of Directors at any regular or special meeting, or by the written consent of the directors.

ARTICLE XI

No contract or transaction between this Association and one or more of its directors or officers, or between this Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their vote are counted for such purpose, if:

1. The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors shall be less than a quorum, or

2. The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the members; or

3. The contract or transaction is fair as to the Association as of the time it is

authorized or approved by the Board of Directors, a committee thereof, or the members.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee which authorizes the contract or transaction.

It is the intent and purpose of the Association to enter into a long term management contract and a long term insurance brokerage contract (in accordance with Section 383.035(2) with an entity or entities owned in whole or in part by a Director or Directors of the Association. Accordingly, each Member by application and acceptance as a Member of the Association hereby assents and agrees to the terms of such contracts.

ARTICLE XII

The provisions of the Articles of Association shall be amended in the following manner:

1. The Board of Directors may adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members which may be either an annual or special meeting; except that the proposed amendment need not be adopted by the Board of Directors and may be directly submitted to any annual or special meeting of the members. Written or printed notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member. At the meeting a vote shall be taken and the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of members at the meeting either in person or by proxy, with each member being entitled to one vote; or,

2. The Board of Directors shall adopt a resolution, setting for the proposed amendment directing that it be submitted in writing to each member entitled to vote thereon. The proposed amendment shall be adopted upon obtaining the consent in writing of a majority of

all members entitled to vote with respect thereto with each member being entitled to one vote.

ARTICLE XIII

The provisions of this Article shall be in the nature of a contract between the association and each of its directors, officers and advisory board members made in consideration of such person's continued service to the association. The protection afforded to each director, officer or advisory board member by the provisions of this Article shall survive such person's term of office or employment. This Article may not be repealed, nor may the benefits to the directors, officers and advisory board members afforded hereby be diminished, except as to liability accruing in respect of acts or omissions occurring after the date of such repeal or modification.

The association shall hold harmless and indemnify each director, officer and advisory board member to the fullest extent authorized or permitted by the provisions of Section 355.476, Missouri Revised Statutes, as amended (which Section, in its entirety, is hereinafter referred to as the "State Statute") or any other or additional statutory provisions which are hereafter adopted authorizing or permitting such indemnification.

The association may purchase and maintain for the benefit of each director, officer and advisory board member, as named insured or additional insured, a policy or policies of life insurance, a policy or policies of general comprehensive liability insurance (covering claims arising out of death, illness or injury or arising out of property loss or damage) and directors' and officers' liability insurance (covering claims arising out of wrongful acts or omissions) in respect of liabilities asserted against and/or incurred by its directors, officers and advisory board members in either such capacity or otherwise in the performance of their services for the association. In the event the association does not purchase and maintain such insurance, it shall

indemnify each director, officer and advisory board member and hold him or her harmless to the fullest extent of the coverage which would have been provided by such insurance.

In addition to the foregoing, the association shall, to the fullest extent authorized or permitted by the provisions of Subsection 7 of the State Statute, hold harmless and indemnify each director, officer and advisory board member: (i) against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such director, officer or advisory board member in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the association) to which such director, officer or advisory board member is, was or at any time became a party, or is threatened to be made a party, by reason of the fact that such director, officer or advisory board member is, was or at any time becomes a director, officer, advisory board member, employee or agent of the association, or is or was serving or at any time serves at the request of the association as a director, officer, advisory board member, employee or agent of another association, partnership, joint venture, trust or other enterprise; and (ii) otherwise to the fullest extent as may be provided to such director, officer or advisory board member by the association under the non-exclusivity provisions of the State Statute.

All agreements and obligations of the association contained in this Article shall continue during the period the director, officer or advisory board member is a director, officer or advisory board member of the association (or is or was serving at the request of the association as a director, officer, advisory board member, employee or agent of another association, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as the director, officer or advisory board member, shall be subject to any possible claim or threatened, pending

or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that he or she was a director, officer or advisory board member of the association or serving in any other capacity referred to in this Article.

The association will pay all reasonable expenses of the director, officer, or advisory board member incurred in defending any civil or criminal action, suit or proceeding against him or her, provided he or she shall have agreed to reimburse the association if and to the extent that it shall be ultimately determined that he or she is not entitled to be indemnified by the association for such expenses.

ARTICLE XIV

Missouri Professionals Mutual is a mutual benefit association.