

ARTICLES OF ASSOCIATION
OF
MISSOURI DOCTORS MUTUAL INSURANCE COMPANY

ARTICLE I

The name of the Association is:

MISSOURI DOCTORS MUTUAL INSURANCE COMPANY.

ARTICLE II

The address of the Association's registered office in the State of Missouri is 205 North 6th Street, Saint Joseph, Missouri 64501, and the name of its registered agent at that address Martin M. Bauman.

ARTICLE III

The Association is organized for the purpose of providing liability insurance, including medical malpractice insurance, or indemnification for health care professionals practicing 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 not inconsistent with nor prohibited by Sections 383.010 through 383.040, RSMo.:

1. To make contracts of insurance as provided for 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;

4. To purchase, hold or convey real, personal or mixed property as shall be necessary in the transaction of its business.

5. To purchase or procure, sell, convey, mortgage, pledge or otherwise dispose of and otherwise use, share interest in or obligations of foreign or domestic 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, of 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 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 the Association to accomplish its purposes;

8. To enter into contracts of reinsurance;

9. To invest its reserve and surplus funds of whatever kind or character, from time to time, and to lend money for its 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;

10. 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 may from time to time deem necessary;

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

12. To terminate its Association's activities and to surrender its Association franchise;

13. To enter into, make, 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;

14. To do all other lawful acts to such extent as an Association organized under 383 RSMo.

15. To elect to be treated as a Missouri Mutual Insurance Company.

ARTICLE IV

The voting rights of the members of the Association shall be equal for all members in a class. A member must vote in person or by his or her duly authorized proxy, upon the conditions and in the manner provided in the Bylaws. The initial directors are appointed pursuant to these Articles. The successor directors are appointed pursuant to the Bylaws.

ARTICLE V

The names and addresses of the individuals initially associated (sponsors) to form the Association are:

Robert O. Schaaf, M.D.

James F. Conant, M.D.

Deborah Stoner, M.D.

ARTICLE VI

Those health care professionals who provide the initial capital (Sponsor Members) and those health care professionals insured by the Association shall constitute its membership. A health care professional practicing his or her profession in the State of Missouri 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 Board of Directors of the Association and any underwriting committee of the Association. The Board of Directors, in its sole discretion, shall have the right to decline to accept any applicant for membership or to cancel or non-renew the insurance coverage of a member, suspend the member's rights of membership in the Association, or terminate insurance coverage and membership in the Association. This Article shall also apply to Sponsor Members.

ARTICLE VII

The amount of the initial assessment which was paid into the Association by each sponsoring member was One Hundred Dollars (\$100.00).

Regular assessments of members of the association 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. Regular assessments of members of the Association shall be made as the Board of Directors shall determine and in accordance with the current rates on file with the Missouri Department of Insurance. Regular assessments shall be determined by the Association based upon the actual, expected, or anticipated costs of providing insurance and operating the Association's business during the period covered by the assessment, the requirement of any reinsurers with which the association reinsures its risks, if any, and its underwriting procedures. Regular assessments may also be known as premiums. At the option of the association, a member may elect to be assessed an amount that equals or exceeds his or her individual loss claims expense. This assessment would be in lieu of any operating or special assessment.

In order to maintain or restore the Association's assets, solvency or surplus, operating assessments or special assessments may be levied upon members and former

members who were members on the date of assessment in like and equal manner except as provided herein or in the bylaws, without limitation as to frequency. Any former member will be subject to operating assessments if such assessment was made during the Policy Period shown on the declaration page of his or her insurance policy, but only if the assessment was made while the policy was in effect. Any such operating assessment levied shall be made or apportioned in a fair and equitable manner relative to the regular assessments for the members for some period of time as determined by the Board of Directors. Such assessment may consider and take into account losses and expenses incurred in the operation of the Association and loss experience(s) of each individual member. However, the maximum amount of any one operating assessment or special assessment which the Association may make against a member or former member shall be an amount which does not exceed the most recent annualized regular assessment for such member or former member.

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:

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| James F. Conant | 4 year initial term |
| Martin M. Bauman | 5 year initial term |
| Robert O. Schaaf | 6 year initial term |

The initial Directors shall serve for the initial terms as provided above. Following the expiration of the initial term of the initial Directors, the successor Directors shall be elected by the members as provided in the By-Laws for successive three (3) 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

Consistent with these Articles of Association, the Association shall adopt by-laws providing for a governing body for the Association, a manner of election of such body, the manner in which the assessments will be made, the specific kinds of insurance or indemnification which will be offered, the classes of membership which will be affected, and may provide that assessments of various amounts 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 her

vote is counted for such purpose, if:

1. The material facts as to the 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 the 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.

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 members entitled to vote thereon.

(2) 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 entitled to vote thereon of

record, or notice, including the time and place at which such meeting will be held, may, in lieu of such written or printed notice, be given by publication made by the company in two daily newspapers, one of which shall be published in the City of St. Louis or the City of Kansas City, for at least once a week for two weeks before the time appointed for the meeting.

(3) At the meeting a vote of those entitled to vote shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all of those entitled to vote at the meeting either in person or by proxy.

ARTICLE XIII

The Association shall hold harmless and indemnify each Director and Officer to the fullest extent possible. The provisions of this Article shall be in the nature of a contract between the Association and each of its directors and officers made in consideration of such person's continued service to the Association. The protection afforded to each Director or Officer 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 and Officers 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 may purchase and maintain for the benefit of each Director or Officer, 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 or incurred by its Directors and Officers 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 and officer and hold him or her harmless to the fullest extent.

In addition to the foregoing, the Association shall, to the fullest extent authorized or permitted by law, hold harmless and indemnify each Director and Officer: against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Director or Officer 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 or officer incurred or was subject to, by reason of the fact that such Director or Officer is, was or becomes a Director, Officer, employee or agent of the Association.

All agreements and obligations of the Association contained in this Article shall continue during the period the Director or Officer is a Director or Officer of the Association and shall continue thereafter for so long as the director or officer 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 or officer of the Association or serving in any other capacity referred to in this Article.

The Association will pay all reasonable expenses of the Director or Officer 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.