EXECUTION COPY

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement") is entered into as of June 3, 2009, by and among Medical Professional Mutual Insurance Company, a Massachusetts mutual insurance company ("Parent"), and each of the shareholders listed on Schedule A to this Agreement (individually, a "Shareholder" and together, the "Shareholders").

RECITALS

Parent, Horizon Merger Corporation, a wholly-owned subsidiary of Parent ("Merger Sub"), and the Company propose to enter into an Agreement and Plan of Merger, dated as of the date of this Agreement (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of Parent (the "Merger"). As a condition and inducement to Parent's and Merger Sub's willingness to enter into the Merger Agreement, each of the Shareholders is entering into this Agreement. Each Shareholder is the record and beneficial owner (within the meaning of Rule 13d-3 of the Exchange Act) of such number of shares of the outstanding common stock, no par value, of the Company ("Common Stock") as is indicated next to each Shareholder's name on Schedule A of this Agreement (the "Subject Shares"). Capitalized terms used in this Agreement but not defined shall have the meanings ascribed to them in the Merger Agreement.

AGREEMENT

The parties agree as follows:

1. Agreement to Retain Subject Shares.

(a) Transfer. (1) Except as contemplated by the Merger Agreement, and except as provided in Section 1(b) below, during the period beginning on the date of this Agreement and ending on the earlier to occur of (i) the Effective Time and (ii) the Expiration Date, each Shareholder agrees not to, directly or indirectly, sell, transfer, exchange or otherwise dispose of the Subject Shares, (2) each Shareholder agrees not to, directly or indirectly, grant any proxies or powers of attorney, deposit any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement with respect to any of such Shareholder's Subject Shares, or enter into any agreement or arrangement providing for any of the actions described in this clause (2), and (3) each Shareholder agrees not to, directly or indirectly, take any action that could reasonably be expected to have the effect of preventing or disabling such Shareholder from performing Shareholder's obligations under this Agreement at any time before the earlier to occur of (i) the Effective Time and (ii) the Expiration Date. As used in this Agreement, the term "Expiration Date" means the date of termination of the Merger Agreement in accordance with its terms and provisions.

(b) Permitted Transfers. Section 1(a) does not prohibit a transfer of Subject Shares by any Shareholder to any family member, trust for the benefit of any family member or charitable organization to which contributions are deductible for federal income tax, estate, or gift purposes so long as the assignee or transferee agrees to be bound by the terms of this

Agreement and executes and delivers to the parties to this Agreement a written consent memorializing such agreement.

(c) Subject Shares. In addition to the number of shares of Common Stock set forth next to each Shareholder's name on Schedule A of this Agreement, each Shareholder agrees that any shares of Common Stock that such Shareholder purchases or otherwise acquires record or beneficial ownership of after the date of this Agreement and before the earlier to occur of (i) the Effective Time and (ii) the Expiration Date shall be considered "Subject Shares" subject to the terms and conditions of this Agreement. Any shares of Common Stock held by any Shareholder, or over which any Shareholder has the power to vote, as a trustee or otherwise in a fiduciary capacity shall not be subject to this Agreement.

2. Agreement to Vote Subject Shares; Solicitation.

(a) Until the earlier to occur of the Effective Time and the Expiration Date, at every meeting of the shareholders of the Company called with respect to any of the following, and at every adjournment of such meeting, each Shareholder shall appear at such meeting (in person or by proxy) and shall (to the full extent he or she has rights to do so) vote or consent the Subject Shares (i) in favor of approval of the Merger Agreement, (ii) against any action, proposal, transaction or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement or of the Shareholders contained in this Agreement, and (iii) against the following actions or proposals (other than the transactions contemplated by the Merger Agreement): (A) any Acquisition Transaction Proposal or any proposal in opposition to approval of the Merger Agreement or in competition with or materially inconsistent with the Merger Agreement; (B) any change in the persons who constitute the Board; (C) any material change in the present capitalization of the Company or any amendment of the Organizational Documents of the Company; or (D) any other action or proposal involving the Company or any subsidiary of the Company that is intended, or could reasonably be expected, to prevent, impede, or interfere with the transactions contemplated by the Merger Agreement or could reasonably be expected to result in any of the conditions to the Company's obligations under the Merger Agreement not being fulfilled. This Agreement binds each Shareholder as a shareholder of the Company only with respect to the specific matters set forth in this Agreement. During the term of this Agreement, each Shareholder shall not enter into any agreement or understanding with any person to vote or give instructions in any manner inconsistent with the terms of this Agreement.

(b) Each Shareholder agrees that, during the term of this Agreement, except as permitted under the Merger Agreement in his or her capacity as a director or officer of the Company, such Shareholder shall not, directly or indirectly, (i) solicit, initiate, encourage or knowingly facilitate or induce any inquiry with respect to or that could reasonably be expected to lead to, or the making, submission or announcement of, any Acquisition Transaction Proposal, (ii) participate in any discussions or negotiations regarding, or furnish to any Person any nonpublic information relating or with respect to, any Acquisition Transaction Proposal, or in response to any inquiries or proposals that could reasonably be expected to lead to any Acquisition Transaction Proposal, or (iii) approve, endorse or recommend any Acquisition Transaction Proposal.

(c) Subject to Section 5 of this Agreement, each Shareholder irrevocably constitutes and appoints Parent and its designees as his or her attorney and proxy in accordance with the MBCA, with full power of substitution and resubstitution, to cause the Subject Shares to be counted as present at the Shareholders Meeting, to vote his or her Subject Shares at the Shareholders Meeting, however called, as and to the extent provided in Section 2(a). SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 5 OF THIS AGREEMENT, THIS PROXY AND POWER OF ATTORNEY IS IRREVOCABLE AND COUPLED WITH AN INTEREST. Upon the execution of this Agreement, each Shareholder revokes any and all prior proxies or powers of attorney given by such Shareholder with respect to voting of the Subject Shares on the matters referred to in Section 2(a) and agrees not to grant any subsequent proxies or powers of attorney with respect to the voting of the Subject Shares on the matters referred to in Section 2(a) until after the Expiration Date. Each Shareholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon such Shareholder's execution and delivery of this Agreement and granting of the proxy contained in this Section 2(c). Each Shareholder affirms that the proxy granted in this Section 2(c) is given in connection with the execution of the Merger Agreement, and that such proxy is given to secure the performance of the duties of Holder under this Agreement.

3. Representations, Warranties and Covenants of Holder. Each Shareholder represents, warrants and covenants to Parent that such Shareholder (i) is the record and beneficial owner of the Subject Shares, (ii) does not own of record or beneficially any shares of capital stock of the Company other than the Subject Shares (excluding shares as to which such Shareholder currently disclaims beneficial ownership in accordance with applicable law or shares held by such Shareholder, or over which such Shareholder has voting or dispositive power, as a trustee or otherwise in a fiduciary capacity), (iii) has the legal capacity, power and authority to enter into and perform all of his or her obligations under this Agreement (including under the proxy granted in Section 2(c)), and (iv) this Agreement (including the proxy granted in Section 2(c)) has been duly and validly executed and delivered by such Shareholder.

4. Additional Documents. Each Shareholder covenants and agrees to execute and deliver any additional documents reasonably necessary to carry out the purpose and intent of this Agreement.

5. Termination. This Agreement and the proxy delivered in connection with this Agreement shall terminate and have no further force and effect as of the earlier to occur of (i) the Effective Time and (ii) the Expiration Date.

6. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary: (i) each Shareholder makes no agreement or understanding under this Agreement in any capacity other than in such Shareholder's capacity as a record holder and beneficial owner of the Subject Shares, (ii) nothing in this Agreement shall be construed to limit or affect any action or inaction by each Shareholder acting in his or her capacity as a director or fiduciary of the Company, and (iii) each Shareholder shall have no liability to Parent, Merger Sub or any of their Affiliates under this Agreement as a result of any action or inaction by such Shareholder acting in his capacity as a director or fiduciary of the Company.

7. Miscellaneous.

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 7(a) shall be binding upon the parties and their respective successors and assigns.

(b) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of law.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(d) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile or electronic mail, or 72 hours after being deposited in the regular mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(e) Specific Performance. Each of the parties to this Agreement recognizes and acknowledges that a breach of any covenants or agreements contained in this Agreement will cause Parent and Merger Sub to sustain damages for which they would not have an adequate remedy at law for money damages, and therefore each of the parties to this Agreement agrees that in the event of any such breach Parent shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which they may be entitled, at law or in equity.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, Parent and each of the following Shareholders have caused this Agreement to be duly executed as of the day and year first above written.

MEDICAL PROFESSIONAL MUTUAL INSURANCE COMPANY

By: _____
Name: Richard W. Brewer
Title: President & Chief Executive Officer

SHAREHOLDERS

By: _____
Name: Mary E. Chowning
Title: Director

By: _____
Name: Richard R. Current
Title: Director

By: _____
Name: Thomas F. Dickinson
Title: Director, Chief Executive Officer & President

By: _____
Name: Bruce W. Evans, M.D.
Title: Director

By: _____
Name: Richard C. Helgren
Title: Director, Executive Vice President & Chief Operating Officer

By: _____
Name: Richard S. Hiltz
Title: Director

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