

AMENDMENT NO. 1 TO
STOCK PURCHASE AGREEMENT

Amendment No. 1, dated November 30, 2004, to the Stock Purchase Agreement, dated as of September 17, 2004 (as amended from time to time, the "Purchase Agreement"), by and among American Physicians Assurance Corporation (the "Purchaser") and the shareholders listed on Exhibit 1 thereto (collectively, the "Sellers").

WHEREAS, the undersigned Northpoint Medical Group, Ltd. (the "New Seller") was not an original party to the Purchase Agreement but now desires to become a party thereto; and

WHEREAS, the Purchaser and the Sellers desire that the New Seller become a party to the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The New Seller hereby confirms that it has received a copy of the Purchase Agreement and the exhibits referred to therein, and all other documents which it considers necessary to make an informed decision to sell its shares of Common Stock to Purchaser.

2. As of the date hereof, following execution of this Amendment No. 1 pursuant to Section 7.2 of the Purchase Agreement, the New Seller (a) shall be deemed automatically to have become a "Seller" (as that term is used in the Purchase Agreement) and a party to the Purchase Agreement, and to have all the rights and obligations of a party to the Purchase Agreement as if it were an original signatory thereto; and (b) agrees to be bound by the terms and conditions set forth in the Purchase Agreement as if it were an original signatory thereto.

3. Notwithstanding any provision in Article 2 of the Purchase Agreement to the contrary, the New Seller shall be deemed to make the representations and warranties in Article 2 of the Purchase Agreement as of the date of this Amendment No. 1 and as of the Closing Date; provided that the words "and in good standing" in the second sentence of Section 2.1 of the Purchase Agreement shall have no effect with respect to New Seller, it being understood by the parties hereto that New Seller has been administratively dissolved.

4. Exhibit 1 is hereby amended and restated in the form attached hereto.

5. Terms defined in the Purchase Agreement and not otherwise defined herein shall have their defined meanings when used herein.

6. Except as specifically set forth above, this Amendment No. 1 shall not be deemed to amend the terms and conditions of the Purchase Agreement in any respect.

7. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their respective officers thereunto duly authorized as of the date first written above.

SELLERS:

DEAN HEALTH SYSTEMS, INC.

By: /s/ Allen D. Kemp MD

Name and Title: Allen D. Kemp MD,
CEO and Chairman of the Board

MERCY HEALTH SYSTEM CORPORATION

By: /s/ Joseph Nemeth

Name and Title: Joseph Nemeth,
Vice President

DAVID H. MOSS, FOR HIMSELF, AS
CUSTODIAN FOR STARR H. MOSS UWIUTMA
AND AS TRUSTEE FOR EMERGENCY RESOURCES
GROUP 401(K) PLAN

/s/ David H. Moss

David H. Moss

AURORA MEDICAL GROUP, INC.

By: /s/ Elliott J. Huxley MD

Name and Title: Elliott J. Huxley MD, President

THE MONROE CLINIC, INC.

By: /s/ Julie Wilke

Name and Title: Julie Wilke,
Vice President/CFO

PURCHASER:

AMERICAN PHYSICIANS ASSURANCE CORPORATION

By: /s/ R. Kevin Clinton

Name and Title: R. Kevin Clinton,
President and CEO

NEW SELLER: NORTHPOINT MEDICAL GROUP, LTD.

By: /s/ Anthony Linn

Name and Title: Anthony Linn,
President