

PROASSURANCE CORPORATION AND SUBSIDIARIES
CONSOLIDATED TAX ALLOCATION AGREEMENT

This agreement ("Agreement"), dated September 1, 2005, is by and between ProAssurance Corporation ("Parent" or "ProAssurance") and its subsidiaries, each of which is listed on the signature page and has caused this agreement to be executed by a duly authorized officer. This Agreement succeeds the Consolidated Tax Allocation Agreement dated June 27, 2001 by and between ProAssurance, Inc. and its subsidiaries and the Tax Sharing Agreement dated January 1, 2002 by and between NCRIC Group, Inc. and its subsidiaries. A list of ProAssurance's subsidiaries and their effective participation dates as they pertain to this Agreement is attached as Exhibit A.

RECITALS:

Each of the corporations listed on Exhibit A (collectively, the "Group") is an affiliated corporation permitted to file a consolidated federal income tax return, as a member of the group ("Member"), under the terms of Section 1501, et seq., of the Internal Revenue Code of 1986, as amended ("IRC"), and the Treasury Regulations ("Regulation(s)") promulgated thereunder. The Members recognize that certain benefits will accrue to all Members from this election to file a consolidated federal income tax return. Therefore, the Members have determined that it is in their best interests to enter into this Agreement to file a consolidated federal income tax return.

In consideration of the mutual benefits to be derived from this Agreement, each Member agrees as follows:

ARTICLE ONE

ELECTION TO FILE A CONSOLIDATED INCOME TAX RETURN

The Members have agreed and elected to file a consolidated federal income tax return pursuant to the provisions of IRC Section 1501, et seq. and the Regulations thereunder.

ARTICLE TWO

METHOD OF ALLOCATION

The Members shall pay the consolidated tax liability of the Group in the following manner:

Pursuant to Regulation Section 1.1552-1(c), Parent elects to allocate the consolidated tax liability of the Group among the Members in accordance with the ratio which that portion of the consolidated taxable income attributable to each Member having taxable income bears to the consolidated taxable income. This calculation shall be made pursuant to Regulation Section 1.1552-1(a)(1). Each Member shall pay such amount(s) to the Parent on the applicable due date or dates that said amount(s) would have been payable by the Member had it not been included in the Group's consolidated return, or as soon after that date as possible. In lieu of actual payments, adjustments to intercompany payables and receivables will be made if such exist on the subsidiary's books.

ARTICLE THREE

COMPENSATING PAYMENTS

In conjunction with the method of allocation delineated in Article Two, the Parent augments the method given at Regulation Section 1.1552-1(a)(1) by electing the method given at Regulation Section 1.1502-33(d)(2)(ii) as follows:

Any Member(s) having losses or tax credits in a given year ("Loss Member(s)"), resulting in reduced taxes for the other Member(s), shall be reimbursed by the Member(s) enjoying the tax reduction ("Benefited Member(s)"). Generally, the reimbursement of a Loss Member for the tax benefit of its losses or tax credits will be made by reducing the Loss Member's intercompany payables to the Benefited Member(s). If the tax benefit exceeds the Loss Member's intercompany payable to the Benefited Member(s), an actual cash payment may be made. The required calculation shall be made pursuant to Regulation Section 1.1502-33(d)(2)(ii) by allocating to each Benefited Member an additional tax liability amount equal to 100% of the excess, if any, of (1) the separate return tax liability of each Benefited Member for the taxable year (computed as provided by Article Two), over (2) the tax liability allocated to that Benefited Member under Article Two. This total additional tax liability shall be paid (or adjustments to intercompany balances shall be made) to the Loss Member(s) on the ratio of separate return tax benefit to the total tax benefit of all Loss Members having such separate return tax benefits.

Each Benefited Member having an additional tax amount shall pay (or adjust intercompany balances, if possible, for) such amount to the Loss Member(s) on the due date or dates that would have been applicable to the Member had it not been included in the consolidated return, or as soon thereafter as possible.

If a Member shall have made payments to (or adjusted intercompany accounts for) another Member for any taxable year in excess of its liability computed under Articles Two and Three (whether determined on audit or otherwise), the amount of any overpayment (or over-adjustment) shall be repaid (or readjusted) to that Member. The repayment (or adjustment or intercompany balances) shall be made to the Member no later than the date the payment would have been made to this Member by the Internal Revenue Service had the Member filed a separate return, or as soon thereafter as possible.

If a Member shall have made payments (or intercompany account adjustments) to another Member for any taxable year in an amount less than its liability computed under Articles Two and Three (whether determined on audit or otherwise), the Member shall pay (or adjust intercompany balances) the amount of such deficiency to the Member entitled to the payment. The payments (or intercompany account adjustments) should be made no later than the date such payments would have been required by the Internal Revenue Service if the Member had filed a separate return, or as soon thereafter as possible.

Subsequent changes in the amount of a Member's tax liability and the reimbursement payment shall be considered an intercompany liability or receivable and not a dividend or surplus contribution, as the case may be, until such adjustment is paid.

ARTICLE FOUR

TERM AND CANCELLATION

This Agreement shall take effect as of the day of execution and shall continue until terminated by the mutual agreement of the Members. For federal income tax purposes, such termination is subject to obtaining the requisite approval of such termination by the Internal Revenue Service in accordance with Regulation Sections 1.1502-33(d)(3) and 1.1552-1(c). In the event any Member(s) ceases to be affiliated with the Group, this Agreement automatically terminates as to that corporation.

ARTICLE FIVE

AMENDMENTS

This Agreement may, from time to time, be amended, modified, and supplemented in such manner as may be mutually agreed upon by the Members. Any amendment, modification or supplement to the Agreement shall be in writing and shall be executed by a duly appointed representative of each of the Members.

ARTICLE SIX

SEVERABILITY

Every article, term, condition, and provision of this Agreement is declared to be independent of and severable from all other articles, terms, conditions, and provisions of the Agreement. Invalidation, whether judicial or otherwise, of any article, term, condition or provision contained in this Agreement shall in no way affect any other provisions of this Agreement, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers on the day and year set forth on page 1.

ATTEST:

Kathryn A. Neill

ProAssurance Corporation

By: V. H. T. _____

Its: President

ATTEST:

Kathryn A. Neill

Medical Assurance, Inc.

By: _____

Its: TREASURER

ATTEST:

Kathryn A. Neill

The Medical Assurance Company, Inc.

By: _____

Its: SE VP

ATTEST:

Kathryn A. Neill

Woodbrook Casualty Insurance, Inc.

By: _____

Its: TREASURER

ATTEST:

Kathryn A. Neill

IAO, Inc.

By: _____

Its: TREASURER

ATTEST:

Kathryn A. Neill

Medical Assurance of Indiana Agency, Inc.

By: _____

Its: TREASURER.

ATTEST:

Kathryn A. Neulle

Mutual Assurance Agency of Ohio, Inc.

By: [Signature]

Its: Treasurer

ATTEST:

Kathryn A. Neulle

ProAssurance Group Services Corporation

By: [Signature]

Its: President

ATTEST:

Kathryn A. Neulle

Professionals Group, Inc.

By: [Signature]

Its: President

ATTEST:

Kathryn A. Neulle

ProNational Insurance Company

By: [Signature]

Its: President

ATTEST:

Kathryn A. Neulle

Red Mountain Casualty Insurance Company, Inc.

By: [Signature]

Its: President

ATTEST:

MEEMIC Holdings, Inc.

By: _____

Its: _____

ATTEST:

Mutual Assurance Agency of Ohio, Inc.

By: _____

Its: _____

ATTEST:

ProAssurance Group Services Corporation

By: _____

Its: _____

ATTEST:

Professionals Group, Inc.

By: _____

Its: _____

ATTEST:

ProNational Insurance Company

By: _____

Its: _____

ATTEST:

Red Mountain Casualty Insurance Company, Inc.

By: _____

Its: _____

ATTEST:

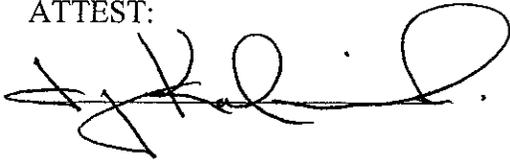
_____

MEEMIC Holdings, Inc.

By: Christine C. Schmitt

Its: CFO, Secretary & Treasurer

ATTEST:



MEEMIC Insurance Company

By: Christine C. Schmitt

Its: Sr. VP, CFO, Treasurer & Secretary

ATTEST:



MEEMIC Insurance Services Corp

By: Christine C. Schmitt

Its: Secretary & Treasurer

ATTEST:

American Insurance Management Corporation,
Individually and as Attorney-in-Fact for American
Medical Insurance Exchange

By: _____

Its: _____

ATTEST:

ProNational Insurance Agency, Inc.

By: _____

Its: _____

ATTEST:

Physicians Protective Plan, Inc.

By: _____

Its: _____

ATTEST:

Professionals Group Services Corp.

By: _____

Its: _____

ATTEST:

MEEMIC Insurance Company

By: _____

Its: _____

ATTEST:

MEEMIC Insurance Services Corp

By: _____

Its: _____

ATTEST:

Bartholomew A. Neville

American Insurance Management Corporation,
Individually and as Attorney-in-Fact for American
Medical Insurance Exchange

By: V. H. T. _____

Its: President

ATTEST:

ProNational Insurance Agency, Inc.

By: _____

Its: _____

ATTEST:

Bartholomew A. Neville

Physicians Protective Plan, Inc.

By: [Signature]

Its: Treasurer

ATTEST:

Bartholomew A. Neville

Professionals Group Services Corp.

By: V. H. T. _____

Its: President

ATTEST:

MEEMIC Insurance Company

By: _____

Its: _____

ATTEST:

MEEMIC Insurance Services Corp

By: _____

Its: _____

ATTEST:

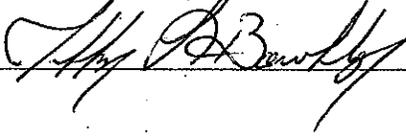
American Insurance Management Corporation,
Individually and as Attorney-in-Fact for American
Medical Insurance Exchange

By: _____

Its: _____

ATTEST:

ProNational Insurance Agency, Inc.

By:  _____

Its: _____

ATTEST:

Physicians Protective Plan, Inc.

By: _____

Its: _____

ATTEST:

Professionals Group Services Corp.

By: _____

Its: _____

ATTEST:

Kathryn A. Neill

PRA Services Corporation

By: [Signature]

Its: Treasurer

ATTEST:

Kathryn A. Neill

NCRIC Corporation

By: [Signature]

Its: President

ATTEST:

[Signature]

NCRIC, Inc.

By: [Signature]

Its: President

ATTEST:

[Signature]

American Captive Corporation

By: [Signature]

Its: President

ATTEST:

[Signature]

National Capital Insurance Brokerage, Ltd.

By: [Signature]

Its: President

ATTEST:

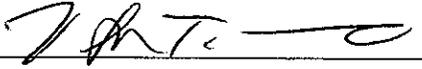
[Signature]

NCRIC Insurance Agency, Inc.

By: [Signature]

Its: President

ATTEST:



ConsiCare, Inc.

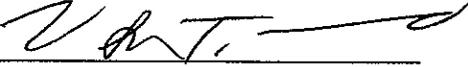
By:



Its:

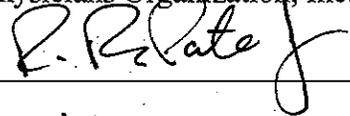
CEO

ATTEST:



NCRIC Physicians Organization, Inc.

By:



Its:

President

EXHIBIT A

ProAssurance Corporation is the parent company of the following subsidiaries, which are at least 80% owned by ProAssurance:

	<u>Effective Date of Participation</u>
Medical Assurance, Inc.	9/1/2005
Professionals Group, Inc.	9/1/2005
NCRIC Corporation	9/1/2005
ProAssurance Group Services Corporation	9/1/2005

Medical Assurance, Inc. includes the following subsidiaries:

	<u>Effective Date of Participation</u>
The Medical Assurance Company, Inc.	9/1/2005
Woodbrook Casualty Insurance, Inc.	9/1/2005
IAO, Inc.	9/1/2005
Medical Assurance of Indiana Agency, Inc.	9/1/2005
Mutual Assurance Agency of Ohio, Inc.	9/1/2005

Professionals Group, Inc. includes the following subsidiaries:

	<u>Effective Date of Participation</u>
ProNational Insurance Company	9/1/2005
Red Mountain Casualty Insurance Company, Inc.	9/1/2005
MEEMIC Holdings, Inc.	9/1/2005
MEEMIC Insurance Services Corp.	9/1/2005
MEEMIC Insurance Co.	9/1/2005
American Insurance Management Corp.	9/1/2005
ProNational Insurance Agency, Inc.	9/1/2005
Physicians Protective Plan, Inc.	9/1/2005
Professionals Group Services Corp.	9/1/2005
PRA Services Corporation	9/1/2005

Exhibit A Continued

NCRIC Corporation includes the following subsidiaries:

	<u>Effective Date of Participation</u>
NCRIC, Inc.	9/1/2005
American Captive Corporation	9/1/2005
National Capital Insurance Brokerage, Ltd.	9/1/2005
NCRIC Insurance Agency, Inc.	9/1/2005
ConsiCare, Inc.	9/1/2005
NCRIC Physicians Organization, Inc.	9/1/2005