

**Amended and Restated**  
**Limited Liability Company Agreement**  
**Incorporating the Constitution and By-Laws**  
**Of**  
**PHYSICIANS FOR RESPONSIBLE NEGOTIATION**  
**A Manager-Managed Delaware Limited Liability Company**  
**Effective as of January 1, 2000**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (the "Agreement") of **PHYSICIANS FOR RESPONSIBLE NEGOTIATION**, a Delaware limited liability company, is effective as of January 1, 2000.

**ARTICLE 1. LIMITED LIABILITY COMPANY AGREEMENT. INCORPORATION BY REFERENCE OF CONSTITUTION AND BYLAWS.**

This Agreement is the limited liability company agreement of Physicians for Responsible Negotiation within the meaning of Section 18-101(7) of the Delaware Limited Liability Company Act (as it may be amended from time to time, the "Act"). Both the Constitution of Physicians for Responsible Negotiation, as executed on November 21, 1999, in the form attached as Exhibit A, as amended from time to time (the "Constitution"), and the By-Laws of Physicians for Responsible Negotiation, as approved on December 4, 1999, in the form attached as Exhibit B, as amended from time to time (the "Bylaws"), are incorporated by reference into this Agreement and are integral parts of this Agreement. As used herein "this Agreement" means this Agreement including the Constitution and the Bylaws. Other terms used herein as defined terms but not defined in this document have the meaning ascribed to them in the Constitution and the Bylaws.

## ARTICLE 2. MEMBERS AND MANAGERS

2.01 Members. The only persons who shall be members of Physicians for Responsible Negotiation within the meaning of Section 18-101(11) of the Act shall be those persons who become members in Physicians for Responsible Negotiation in accordance with Article I, Section 1 of the By-Laws and are members of a unit that Physicians for Responsible Negotiation has been certified to represent (“Core Members”). Core Members exercise their voting rights through the mechanism of the National Convention, as provided for in the Constitution. Only persons who meet the requirements set forth in the By-Laws and Constitution and who execute the Application Form (attached as Exhibit C or as it may be amended by the National Board of Directors from time to time), shall become Core Members. Persons who become members of Physicians for Responsible Negotiation in accordance with Article I, Section 1 of the By-Laws but who are not Core Members are sometimes referred to as “Independent” or “Sustaining Members” are not members within the meaning of Section 18-101(11) of the Act.

2.02 Managers. The persons who are members of the National Board of Directors, as provided for in the Constitution, are the managers of this limited liability company within the meaning of Section 18-101(10) of the Act.

## ARTICLE 3. INDEMNIFICATION

Subject to any overriding provision of federal law relating to labor organizations and to the proviso of the last sentence of this paragraph, Physicians for Responsible Negotiation shall indemnify and hold harmless each Covered Indemnitee from any loss, liability or damage incurred or suffered by such Covered Indemnitee by reason of any act performed or omitted to be performed by such Covered Indemnitee in connection with the activities or property of Physicians for Responsible Negotiation, to the fullest extent permitted by law, including attorneys' fees incurred by such Covered Indemnitee in connection with the defense of any claim or action based on any such act or omission, which attorneys' fees may be paid as incurred. All judgments or other assessments against Physicians for Responsible Negotiation wherein a Covered Indemnitee is entitled to indemnification pursuant to this Article 3(a) shall be satisfied solely from Physicians for Responsible Negotiation assets. Any indemnification required herein to be made by Physicians for Responsible Negotiation shall be made promptly following the fixing of the loss, liability or damage incurred or suffered by a final judgment of any court, settlement, contract or otherwise. The Covered Indemnitees (a) shall be entitled to the foregoing indemnification, and (b) shall not be liable to Physicians for Responsible Negotiation for any loss, liability or damage suffered or incurred by Physicians for Responsible Negotiation, directly or indirectly, in connection with its or their activities, provided that no individual or entity whose action or omission to act caused the loss, liability or damage incurred or suffered may receive indemnification or avoid liability by virtue of this Subsection 3.01 if such course of conduct constituted grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of the law.

The indemnification provided by Article 3(a) shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Act, this Agreement or any other agreement, or otherwise, both as to action in an official capacity and as to action in another capacity while actively meeting the definition of Covered Indemnitee, and shall continue as to a Covered Indemnitee who has ceased to be a Covered Indemnitee and shall inure to the benefit of the heirs, executors, and administrators of the Covered Indemnitee.

"Covered Indemnitee" shall mean any member of the National Board of Directors, any National Officer and the Executive Vice President of Physicians for Responsible Negotiation, or any individual who is or was serving at the request of Physicians for Responsible Negotiation as a manager, director, officer, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise with a contractual commitment of indemnification from Physicians for Responsible Negotiation.

#### ARTICLE 4. NATURE OF MEMBERSHIP INTERESTS

4.01 Non-Transferable Membership Interests. Membership Interests and rights of membership are not transferable or assignable in whole or in part, and any effort to transfer or assign any membership interest or right shall be void *ab initio*.

4.02 Not For Profit. Physicians for Responsible Negotiation is a not for profit organization.

#### ARTICLE 5. DISPOSITION OF ASSETS UPON DISSOLUTION

Any assets of Physicians for Responsible Negotiation remaining on dissolution, following the discharge in full of its obligations to creditors, including Members who are creditors, and including the expenses of dissolution and winding up, shall be distributed to one or more organizations exempt from federal income taxation in accordance with one of the provisions described in Section 501(c) of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1 et seq., as amended from time to time, and any successor statute as may be determined by the National Board of Directors.

#### ARTICLE 6. TAX MATTERS

6.01 Taxable Year. The taxable year of Physicians for Responsible Negotiation shall be the calendar year.

6.02 Tax Controversies. The Executive Vice President is the "Tax Matters Partner" and is authorized and required to represent Physicians for Responsible Negotiation, at the cost and expense of Physicians for Responsible Negotiation, in connection with any examination of the affairs and activities of Physicians for Responsible Negotiation by any tax authority.

## ARTICLE 7. AGREEMENT BY CORE MEMBERS.

This Agreement shall be binding upon any Core Member who: (1) executes this Agreement; (2) executes any document which expressly provides that he or she will be bound by the terms of this Agreement or the Original Agreement; (3) executes any document evidencing the intent to become a Core Member of Physicians for Responsible Negotiation; or (4) without any execution, complies with the conditions for becoming a Core Member as set forth in this Agreement or in any other writing and becomes a Core Member.

## ARTICLE 8. AMENDMENTS

The portions of this Agreement other than the Constitution or the Bylaws may be amended by the same procedure as is provided in the Constitution for an amendment of the Constitution.