

**BEFORE THE INSURANCE DEPARTMENT
OF THE
COMMONWEALTH OF PENNSYLVANIA**

Statement Regarding the Acquisition of Control of or Merger with Domestic Insurers:

Highmark Inc.; First Priority Life Insurance Company, Inc.;
Gateway Health Plan, Inc.; Highmark Casualty Insurance Company;
Highmark Senior Resources Inc.; HM Casualty Insurance Company;
HM Health Insurance Company, d/b/a Highmark Health Insurance Company;
HM Life Insurance Company; HMO of Northeastern Pennsylvania, Inc., d/b/a First Priority
Health; Inter-County Health Plan, Inc.;
Inter-County Hospitalization Plan, Inc.; Keystone Health Plan West, Inc.;
United Concordia Companies, Inc.; United Concordia Dental Plans of Pennsylvania, Inc.;
United Concordia Life and Health Insurance Company

By UPE, a Pennsylvania nonprofit corporation

**SUPPLEMENTAL RESPONSE TO PID INFORMATION REQUEST 5.1.1.3
FROM THE PENNSYLVANIA INSURANCE DEPARTMENT**

REQUEST 5.1.1.3:

5.1.1.3 With respect to each entity listed in Section 5.1.1 that will have its Articles of Incorporation and/or Bylaws amended when the Supplemented Transaction is completed, provide a comparison document showing the changes that are proposed to be made in such document when the Supplemented Transaction is completed.

RESPONSE:

Attached at Tabs A through V are comparison documents showing the changes that are proposed to be made in the Articles of Incorporation of Jefferson Regional Medical Center ("JRMC") subsidiaries. Attached at Tabs 1 through 22 are documents reflecting the changes that are proposed to be made in the Bylaws of JRMC subsidiaries.

UPE
120 Fifth Avenue
Pittsburgh, PA 15222

TAB A

EXHIBIT A

**Articles of Incorporation
of
Primary Care Group 1, Inc.
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIME MEDICAL GROUP PCG 1**

~~1.~~ The name of the corporation is Primary Care Group 1, Inc., in compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Prime Medical Group PCG 1, a Pennsylvania nonprofit corporation (the "Corporation"). ~~Corporation~~, hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. Corporate Name. The name of the corporation is Prime Medical Group PCG 1.

2. ~~2.~~ Registered Office. The location and post office address of the registered office of the Corporation in this Commonwealth is 565 Coal Valley Road, P.O. Box 18119, Pittsburgh, PA 15236-0119.

3.

4. ~~3.~~ The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:

~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~

5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:

(a) To arrange for the provision of health care services;

(b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the devoted to~~ carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to~~ any candidate for public office ~~except as authorized under the Code.~~

11.

12. ~~and in furtherance thereof:~~

~~———— (c) ——— To arrange for the provision of health care services; and~~

~~———— (d) ——— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

~~5. The Corporation is organized upon a nonstock basis.~~

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

PRIME MEDICAL GROUP PCG 1

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB B

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 2, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 2, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 2, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley~~ Suite 200, 6011 Baptist Road, ~~PO Box 18119~~, Pittsburgh, PA ~~15236-0119~~. 15236.
3. ~~3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
 - ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("New Parent's Member"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("New Parent") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b) Exempt Organization.~~ No substantial part of the activities of the Corporation shall be ~~the devoted to~~ carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office ~~except as authorized under the Code.~~

11.

12. ~~and in furtherance thereof:~~

~~—— (c) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 2, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB C

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 3, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 3, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 3, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley~~ 5426 Mifflin Road, PO Box 18119, Pittsburgh, PA 15236-0119.15207.
3. ~~3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
4. ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in~~ opposition to any candidate for public office ~~except as authorized under the Code;~~

11.

12. ~~and in furtherance thereof:~~

~~—— (e) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.
- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 3, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB D

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 4, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 4, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 4, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley~~ 1201 Broughton Road, PO Box 18119, Pittsburgh, PA 15236-0119.
3. ~~3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
 - ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
4. ~~4. Organization and Purpose.~~ The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does ~~not contemplate pecuniary gain or profit, incidental or otherwise.~~

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be ~~Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").~~

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to any candidate for public office~~ ~~except as authorized under the Code.~~

11.

12. ~~and in furtherance thereof:~~

~~—— (e) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.
- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 4, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB E

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 5, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 5, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 5, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley~~ 67 Old Clairton Road, ~~PO Box 18119,~~ Pittsburgh, PA ~~15236-0119.~~ 15236.
- ~~3. ——— 3. ——— The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
- ~~4. ——— (a) ——— No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

- (c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;
 - (d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and
 - (e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.
6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.
8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").
9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.
10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to~~ any candidate for public office ~~except as authorized under the Code;~~
- 11.
12. ~~and in furtherance thereof:~~

~~—— (c) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.
- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this

Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.
- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 5, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB F

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 6, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 6, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1.~~ Corporate Name. The name of the corporation is Primary Care Group 6, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2.~~ Registered Office. The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565575 Coal Valley Road, PO Box 18119, Pittsburgh, PA 15236-0119, SHMB Suite 312, Clairton, PA 15025.~~
- 3.
4. ~~3.~~ The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:
 - ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

- (c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;
 - (d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and
 - (e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.
6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.
8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").
9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("New Parent") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.
10. ~~(b) Exempt Organization. No substantial part of the activities of the Corporation shall be devoted to carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate in, or intervene in (including the publishing or distribution distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office except as authorized under the Code;~~
- 11.
12. ~~and in furtherance thereof:~~

~~(e) To arrange for the provision of health care services; and~~

~~(d) To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.
- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 6, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB G

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 7, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 7, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 7, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 SHMB, Ste. 312, 575 Coal Valley Road, PO Box 18119, Pittsburgh Clairton, PA 15025, 15236-0119.~~
3. ~~3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
 - ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
4. ~~4. Organization and Purpose.~~ The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) ~~To arrange for the provision of health care services;~~
 - (b) ~~To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and support a health care provider network comprised of the Member and those~~

corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in~~, or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office ~~except as authorized under the Code;~~

11.

12. ~~and in furtherance thereof:~~

~~—— (c) — To arrange for the provision of health care services; and~~

~~—— (d) — To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.
14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 7, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB H

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 8, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 8, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 8, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley Road, PO Box 18119, Pittsburgh, PA 15236-0119.~~ 803 Miller Avenue, Clairton, PA 15025.
3. ~~3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
 - ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
4. ~~4. Organization and Purpose.~~ The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does ~~not contemplate pecuniary gain or profit, incidental or otherwise.~~

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which ~~shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").~~

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to~~ any candidate for public office ~~except as authorized under the Code.~~

11.

12. ~~and in furtherance thereof:~~

~~—— (e) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.
- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this

Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.
- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 8, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB I

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 9, INC.

Articles of Incorporation
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 9, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1. Corporate Name.~~ The name of the corporation is Primary Care Group 9, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2. Registered Office.~~ The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal Valley Road, PO Box 18119, Pittsburgh, PA 15236-0119,~~ Suite 270, 1200 Brooks Lane, Clairton, PA 15025.
- ~~3. ——— 3. ——— The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
 - ~~——— (a) ——— No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

- (c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;
 - (d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and
 - (e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.
6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.
8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").
9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.
10. ~~(b) Exempt Organization. No substantial part of the activities of the Corporation shall be devoted to carrying on of-propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate in, or intervene in (including the publishing or distributiondistributing of statements) any political campaign on behalf of or in opposition to any candidate for public office-except as authorized under the Code;~~
- 11.
12. ~~and in furtherance thereof:~~

~~(c) To arrange for the provision of health care services; and~~

~~(d) To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.

b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 9, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____

Name: _____

Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB J

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 10, INC.

~~Articles of Incorporation~~
~~of~~

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 10, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

- ~~1. 1. Corporate Name. The name of the corporation is Primary Care Group 10, Inc., a Pennsylvania nonprofit corporation (the "Corporation").~~
- ~~2. 2. Registered Office. The location and post office address of the registered office of the Corporation in this Commonwealth is 565 Coal Valley 3726 Brownsville Road, PO Box 18119, Pittsburgh, PA 15236-0119, 15227.~~
- ~~3. _____~~
- ~~4. 3. The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:

_____ (a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
- ~~5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:

(a) To arrange for the provision of health care services;

(b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and~~

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

(c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;

(d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and

(e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.

6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.

8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").

9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.

10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to~~ any candidate for public office ~~except as authorized under the Code;~~

11.

12. ~~and in furtherance thereof:~~

~~—— (e) — To arrange for the provision of health care services; and~~

~~—— (d) — To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.
14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.
- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this

Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- c. Right to Indemnification - Derivative Actions. Without limiting the generality of Article 12a, any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; except, however, that indemnification shall not be made under this Article 12c in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located or the court in which such action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Common Pleas or such other court shall deem proper.
- d. Advance of Expenses. Expenses (including attorneys' fees) incurred by any representative of the Corporation in defending any action, suit or proceeding referred to in this Article 12 shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the representative to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article 12 or otherwise.
- e. Procedures for Effecting Indemnification. Unless ordered by a court, any indemnification under Article 12a, Article 12b or Article 12c shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such subsections. Such determination shall be made: (i) by the Board of Directors by a majority of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (ii) if such a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
- f. Indemnification Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other provision of the Bylaws of the Corporation, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person

who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such person.

- g. When Indemnification Not Made. Indemnification pursuant to this Article 12 shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
- h. Grounds for Indemnification. Indemnification pursuant to this Article 12, under any other provision of the Bylaws of the Corporation, agreement, vote of Directors or otherwise may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any provision of law except as otherwise provided in this Article 12 and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Corporation. The provisions of this Article 12 shall be applicable to all actions, suits or proceedings within the scope of Article 12a, Article 12b or Article 12c, whether commenced before or after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.
- i. Power to Purchase Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a representative of the Corporation or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.
- j. Creation of a Fund to Secure or Insure Indemnification. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article 12 or otherwise.
- k. Status Rights of Indemnities. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article 12 shall (a) be deemed to create contractual rights in favor of each person who serves as a representative of the Corporation at any time while this Article is in effect (and each such person shall be deemed to be so serving in reliance on the provisions of this Article), and (b) continue as to a person who has ceased to be a representative of the Corporation.
- l. Applicability to Predecessor Companies. For purposes of this Article 12, references to the "Corporation" include all constituent corporations or other entities which shall have become a part of the Corporation by consolidation or merger or other similar transaction and their respective current and former affiliates, and references to "representatives" shall include members of any

such corporation, entity or affiliate, so that any person who was a member, director, officer, committee member, or other representative of such a corporation, entity or affiliate or served as a member, director, officer, committee member, or other representative of another corporation, partnership, joint venture, trust or other enterprise at the request of any such corporation, entity or affiliate shall stand in the same position under the provisions of this Article 12 with respect to the Corporation as he or she would if he or she had served the Corporation in the same capacity. Without limitation of the foregoing, each member, director, officer and committee member of each predecessor to the Corporation shall have the same contract rights as are afforded to Directors, officers and employees of the Corporation pursuant to Article 12k.

~~4. The Corporation shall not contemplate pecuniary gain or profit, incidental or otherwise.~~

17. Code. References in these Articles to a section of the Internal Revenue Code of 1986 shall be construed to refer both to the section and to the regulations promulgated thereunder, as they now exist or may hereafter be adopted or amended in this or in subsequent internal revenue laws.

~~5. The Corporation is organized upon a nonstock basis.~~

PRIMARY CARE GROUP 10, INC.

~~6. The sole member of the Corporation shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Sole Member").~~

~~7. The term for which the Corporation is to exist is perpetual.~~

By: _____
Name: _____
Title: _____

~~8. In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all of the liabilities of the Corporation, shall distribute, in any proportions considered prudent, all of the assets of the Corporation in such manner, or to such organization or organizations, as the Sole Member shall determine.~~

Date: _____

TAB K

EXHIBIT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMARY CARE GROUP 11, INC.

~~Articles of Incorporation~~
of

In compliance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "Nonprofit Corporation Law"), Primary Care Group 11, Inc., a Pennsylvania nonprofit corporation (the "Corporation"), hereby amends and restates its Articles of Incorporation as follows, which Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation and all amendments thereto:

1. ~~1.~~ Corporate Name. The name of the corporation is Primary Care Group 11, Inc., ~~a Pennsylvania nonprofit corporation (the "Corporation").~~
2. ~~2.~~ Registered Office. The location and post office address of the registered office of the Corporation in this Commonwealth is ~~565 Coal~~ Suite 300, ~~455~~ Valley Brook Road, PO Box 18119, Pittsburgh McMurray, PA ~~15236-0119.~~ 15317.
3. ~~3.~~ ~~The purposes of the Corporation are to operate as a Pennsylvania nonprofit corporation in the course of which operation:~~
4. ~~4.~~ ~~(a) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;~~
5. Organization and Purpose. The Corporation is organized under the Nonprofit Corporation Law for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and in this connection is organized:
 - (a) To arrange for the provision of health care services;
 - (b) To operate as part of the nonprofit health care system governed by [New Parent's Member], a Pennsylvania nonprofit corporation ("[New Parent's Member]"), and

support a health care provider network comprised of the Member and those corporations and other entities over which the Member exercises governance control (the "subsidiaries");

- (c) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law, as amended from time to time, or any successor legislation;
 - (d) To carry out such other acts and to undertake such other activities as may be necessary, appropriate or desirable in furtherance of or in connection with the conduct, promotion or attainment of the foregoing purposes; and
 - (e) To otherwise operate exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Code.
6. Pecuniary Gain or Profit. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.
7. Non-Stock Basis. The Corporation is to be organized on a non-stock basis.
8. Members. The Corporation shall have a single member which shall be Jefferson Regional Medical Center, a Pennsylvania nonprofit corporation (the "Member").
9. Management. Except for those powers reserved to the Member, [New Parent], a Pennsylvania nonprofit corporation ("[New Parent]") and [New Parent's Member] in the Bylaws of the Corporation, the affairs and business of the Corporation shall be managed by or under a Board of Directors. The number, term of office and method of selection and manner of removal of the Board of Directors shall be set forth in the Bylaws of the Corporation.
10. ~~(b)~~ Exempt Organization. No substantial part of the activities of the Corporation shall be ~~the~~ devoted to carrying on ~~of~~ propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate ~~in,~~ or intervene in (including the publishing or ~~distribution~~ distributing of statements) any political campaign on behalf of ~~or in opposition to any candidate for public office~~ ~~except as authorized under the Code;~~
- 11.
12. ~~and in furtherance thereof:~~

~~—— (e) —— To arrange for the provision of health care services; and~~

~~—— (d) —— To engage in any lawful activities within the purposes for which a corporation may be organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and which are not inconsistent with the purposes set forth in the articles of incorporation and bylaws of the Corporation.~~

13. Earnings. Notwithstanding any other provision of these Articles, no part of the net earnings or assets of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or any other private individual; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

14. Dissolution. Upon the dissolution or liquidation of the Corporation, after paying or making provision for payment of all of the known liabilities of the Corporation, any remaining assets of the Corporation shall be transferred to the Member, or its successor, provided that the Member or such successor is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution or liquidation of the Corporation, the Member, or its successor, is not in existence or no longer qualifies as an exempt organization under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent], or its successor, provided that [New Parent] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, both the Member and [New Parent], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to [New Parent's Member], or its successor, provided that [New Parent's Member] is then in existence and then exempt from federal income taxes under Section 501(c)(3) of the Code. If upon the dissolution of the Corporation, each of the Member, [New Parent] and [New Parent's Member], or their successors, are not in existence or no longer qualify as exempt organizations under Section 501(c)(3) of the Code, any remaining assets of the Corporation shall be distributed to (a) such one or more corporations, trusts, funds or other organizations which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and, in the sole judgment of the Corporation's Board of Directors, have purposes similar to those of the Corporation or (b) the federal government, or to a state or local government for such purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more of such corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, and which are organized and operated for such purposes, or to the federal government or to a state or local government for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.

15. Personal Liability of Directors.

- a. Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director.
- b. Applicability. The provisions of this Article 11 shall be deemed to be a contract with each Director of the Corporation who serves as such at any time while this

Article 11 is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article 11. Any amendment or repeal of this Article 11 or adoption of any Article or provision of the Bylaws of the Corporation which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to the adoption of such amendment, repeal, bylaw or provision.

16. Indemnification.

- a. Right to Indemnification - General. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether brought by or in the name of the Corporation or otherwise), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by applicable law in connection with such action, suit or proceeding arising out of such person's service to the Corporation or to such other corporation, partnership, joint venture, trust or other enterprise at the Corporation's request. The term "representative," as used in this Article 12, shall mean any Director, officer, member of a committee created by or pursuant to the Bylaws of the Corporation, and any other person who may be determined by the Board of Directors to be a representative entitled to the benefits of this Article 12.

- b. Right to Indemnification - Third Party Actions. Without limiting the generality of Article 12a, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.