

**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 4.3.11 FROM THE
PENNSYLVANIA INSURANCE DEPARTMENT**

REQUEST 4.3.11:

Provide a full and complete copy of all documents evidencing the guarantee by any other entity of any obligation of any Highmark and WPAHS Entity or any Highmark and WPAHS Entity's guarantee of any obligation of any other Person. If otherwise included in the Form A filing and accompanying material, specifically identify the relevant document(s) and where such documents are included in the Form A filing and accompanying material.

RESPONSE:

The following documents are responsive to the PID Information Request:

- Guaranty and Suretyship Agreement, dated as of December 30, 2008, by West Penn Allegheny Health System.
- Guaranty, dated as of June 30, 2011, by West Penn Allegheny Health System, Inc.
- Corporate Guaranty, dated as of March 11, 2010, by West Penn Allegheny Health System, Inc.
- Corporate Guaranty, dated as of October 25, 2011, by West Penn Allegheny Health

System, Inc. (Leasing Schedule 20675-16283 to Master Equipment Lease, dated December 10, 2010, between Siemens Financial Services, Inc. and Alle-Kiski Medical Center)

- Corporate Guaranty, dated as of October 25, 2011, by West Penn Allegheny Health System, Inc. (Leasing Schedule 20676-16284 to Master Equipment Lease, dated December 10, 2010, between Siemens Financial Services, Inc. and Alle-Kiski Medical Center)

- Corporate Guaranty, dated as of October 25, 2011, by West Penn Allegheny Health System, Inc. (Leasing Schedule 20677-16285 to Master Equipment Lease, dated December 10, 2010, between Siemens Financial Services, Inc. and Alle-Kiski Medical Center)

See attached.

West Penn Allegheny Health System
30 Isabella St., Suite 300
Pittsburgh, PA 15212

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Guarantor authorizes SFS without notice or demand and without affecting its liability hereunder, from time to time to: (a) renew, compromise, extend, accept partial payment of, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Contract and any of the Guaranteed Obligations; (b) take and hold security for the payment of this Guaranty or any of the Guaranteed Obligations; (c) exchange, enforce, transfer, substitute, subordinate, collect, liquidate, compromise, waive and release any such security; (d) apply such security and direct the order and manner of disposition thereof as SFS in its discretion may determine; (e) take and hold additional guaranties of the Guaranteed Obligations and amend, alter, exchange, transfer or waive any such guaranties; and (f) release or substitute any one or more guarantors of the Guaranteed Obligations.

Guarantor agrees that its obligations hereunder shall not be impaired in any manner whatsoever by: (a) any waivers granted by SFS; (b) any bankruptcy, extensions, moratoria or other relief granted to Customer pursuant to any statute presently in force or hereafter enacted; (c) the fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of the Contract or any document executed in connection therewith; (d) any disability or other defense that Customer may have under the Contract, or any occurrence that releases Customer from liability thereunder; (e) any defenses available to a surety under applicable law; (f) the failure of any person to sign this or a similar guaranty; or (g) the dissolution or release from liability of any other guarantor. Guarantor hereby waives notice of SFS' acceptance of this Guaranty, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of sale of repossessed equipment and any collateral given in connection with the Contract, notice of the existence, creation or incurrence of new obligations covered by this Guaranty, and any other matters of which Guarantor might otherwise be entitled. In addition, Guarantor waives any and all rights to assert against SFS any claim or defense based upon an election of remedies by SFS which in any manner impairs, affects, reduces, releases, destroys and/or extinguishes Guarantor's subrogation rights and/or Guarantor's right to proceed against Customer for reimbursement, and/or any other rights of Guarantor against Customer, and/or against any other person or security.

In the event that SFS for any reason (including but not limited to bankruptcy preferences), is required to repay or disgorge any amounts or property received by it in respect of the Guaranteed Obligations, then the liability of Guarantor under this Guaranty, with respect to such amounts or property, shall be reinstated. SFS shall not be required to litigate or otherwise dispute its obligation to make such repayments if it, in good faith, believes that such obligation exists. Guarantor agrees that all present and future indebtedness of Customer to Guarantor is hereby subordinated to, assigned and transferred to SFS and pledged and made security for the Guaranteed Obligations, and that Guarantor shall have no right of subrogation against Customer unless and until the Guaranteed Obligations are paid in full.

LEGAL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF. GUARANTOR ACKNOWLEDGES THAT THIS GUARANTY AND THE CONTRACT ARE INTEGRAL AGREEMENTS TO AN OVERALL TRANSACTION. ACCORDINGLY, GUARANTOR AGREES TO BE BOUND BY THE TERMS OF THE FORUM SELECTION CLAUSE IN THE CONTRACT, AND FURTHER AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS GUARANTY AND/OR THE TRANSACTION CONTEMPLATED HEREIN MAY BE LITIGATED IN ANY FEDERAL, STATE OR LOCAL COURT (a) SITTING IN OR FOR THE COUNTY OF MIDDLESEX, NEW JERSEY AND/OR (b) IN WHICH JURISDICTION IS PROPER OVER THE CUSTOMER, AND GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURTS. Guarantor acknowledges that any such courts shall be convenient forums, and hereby waives any defense on the grounds of improper venue or forum non conveniens or any similar rules or doctrines. In addition, Guarantor hereby waives personal service of process and consents to service of process by certified or registered mail directed to Guarantor at its address set forth above or to such other address, written notice of which is received by SFS. Such service shall be deemed completed on the third business day after such process is so mailed. GUARANTOR AND THE HOLDER OF THIS GUARANTY, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATING IN ANY WAY TO THIS GUARANTY OR THE TRANSACTION CONTEMPLATED HEREBY.

THIS GUARANTY CONTAINS THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS OR AGREEMENTS WITH RESPECT THERETO. No amendment hereunder shall be effective unless in writing, signed by Guarantors and SFS, and no waiver hereunder shall be effective unless in writing, signed by the party to be charged. The obligations hereunder of Guarantor shall be binding upon its respective successors, assigns and legal representatives. This Guaranty is assignable without notice to Guarantor, and if requested, Guarantor shall acknowledge such assignment in writing. This Guaranty shall be construed liberally in favor of SFS and shall inure to the benefit of its successors and assigns. Any information pertaining to Guarantor may be transferred by SFS to any prospective or actual assignee of the Contract. Any provision of this Guaranty which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. No delay on the part of SFS in exercising any right hereunder or in taking any action to collect or enforce payment of the Guaranteed Obligations either against Customer or any other guarantor of the Guaranteed Obligations shall operate as a waiver of any right, or in any manner prejudice SFS' rights against Guarantor. This Guaranty and the obligations of Guarantor hereunder shall continue in full force and effect until the Guaranteed Obligations shall have been indefeasibly paid or otherwise performed in full. Guarantor shall reimburse SFS on demand for all expenses incurred by it in the enforcement or attempted enforcement of any of its rights against Customer and Guarantor (including costs and reasonable attorneys' fees).

**SIEMENS FINANCIAL SERVICES, INC.
ADDENDUM TO CORPORATE GUARANTY**

This Addendum shall become a part of that certain Corporate Guaranty (the "Guaranty") executed and delivered by the undersigned guarantor ("Guarantor") concurrently with this Addendum in favor of Siemens Financial Services, Inc. ("SFS") to guaranty, as more fully set forth therein, the obligations of Alle-Kiski Medical Center to SFS. If there is any conflict between the terms of this Addendum and the terms of the Guaranty, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Guaranty.

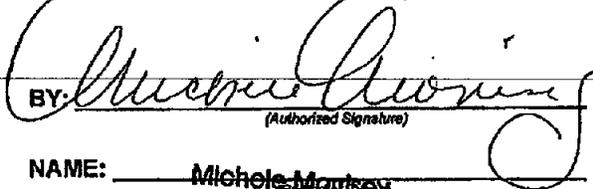
Guarantor and SFS hereby agree as follows:

1. In the next to last paragraph of the Guaranty, subsections (a) and (b) are deleted and replaced with "IN THE COMMONWEALTH OF PENNSYLVANIA".

IN WITNESS WHEREOF, the Guarantor and SFS have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the date of this Addendum shall be the date of SFS' execution as set forth below.

SFS: Siemens Financial Services, Inc.

GUARANTOR: West Penn Allegheny Health System, Inc.

BY: 
(Authorized Signature)

NAME: Michele Montez
(Printed or Typed)
Team Leader

TITLE: _____
(Printed or Typed)

BY: 
(Authorized Signature)

NAME: Julie Grossett
(Printed or Typed)
Team Leader

TITLE: _____
(Printed or Typed)

DATE: 10-27-11

BY: 
(Authorized Signature)

NAME: Dianne Dismukes
(Printed or Typed)

TITLE: President & CEO
(Printed or Typed)

DATE: 10-25-2011

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Guarantor authorizes SFS without notice or demand and without affecting its liability hereunder, from time to time to: (a) renew, compromise, extend, accept partial payment of, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Contract and any of the Guaranteed Obligations; (b) take and hold security for the payment of this Guaranty or any of the Guaranteed Obligations; (c) exchange, enforce, transfer, substitute, subordinate, collect, liquidate, compromise, waive and release any such security; (d) apply such security and direct the order and manner of disposition thereof as SFS in its discretion may determine; (e) take and hold additional guaranties of the Guaranteed Obligations and amend, alter, exchange, transfer or waive any such guaranties; and (f) release or substitute any one or more guarantors of the Guaranteed Obligations.

Guarantor agrees that its obligations hereunder shall not be impaired in any manner whatsoever by: (a) any waivers granted by SFS; (b) any bankruptcy, extensions, moratoria or other relief granted to Customer pursuant to any statute presently in force or hereafter enacted; (c) the fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of the Contract or any document executed in connection therewith; (d) any disability or other defense that Customer may have under the Contract, or any occurrence that releases Customer from liability thereunder; (e) any defenses available to a surety under applicable law; (f) the failure of any person to sign this or a similar guaranty; or (g) the dissolution or release from liability of any other guarantor. Guarantor hereby waives notice of SFS' acceptance of this Guaranty, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of sale of repossessed equipment and any collateral given in connection with the Contract, notice of the existence, creation or incurrence of new obligations covered by this Guaranty, and any other matters of which Guarantor might otherwise be entitled. In addition, Guarantor waives any and all rights to assert against SFS any claim or defense based upon an election of remedies by SFS which in any manner impairs, affects, reduces, releases, destroys and/or extinguishes Guarantor's subrogation rights and/or Guarantor's right to proceed against Customer for reimbursement, and/or any other rights of Guarantor against Customer, and/or against any other person or security.

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Guarantor and SFS hereby agree as follows:

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IN WITNESS WHEREOF, the Guarantor and SFS have caused this Addendum to be executed by their authorized representatives. For all purposes hereof, the date of this Addendum shall be the date of SFS' execution as set forth below.

SFS: Siemens Financial Services, Inc.

GUARANTOR: West Penn Allegheny Health System, Inc.

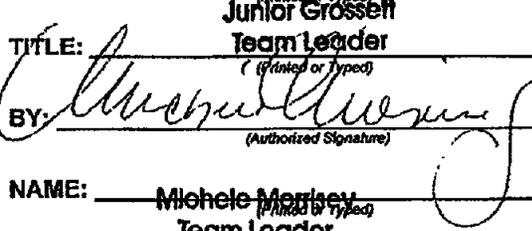
BY: 
(Authorized Signature)

NAME: _____

(Printed or Typed)
Junior Grossen

TITLE: _____

(Printed or Typed)
Team Leader

BY: 
(Authorized Signature)

NAME: _____

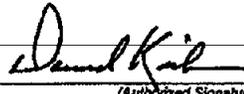
(Printed or Typed)
Michele Morley
Team Leader

TITLE: _____

(Printed or Typed)

DATE: _____

11/28/11

BY: 
(Authorized Signature)

NAME: _____

David Klehn

(Printed or Typed)

TITLE: _____

CFO

(Printed or Typed)

DATE: _____

10-25-2011

WPAHS-000045

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SIEMENS

Siemens Financial Services, Inc. CORPORATE GUARANTY

As used in this guaranty (herein "Guaranty"), the following terms shall have the following meanings:

"SFS": SIEMENS FINANCIAL SERVICES, INC., 170 Wood Avenue South, Iselin, NJ 08830

"Customer": Alle-Kiski Medical Center – 1301 Carlisle St, Natrona Heights, PA 15065

"Contract": Leasing Schedule #20677-16285 to Master Equipment Lease Agreement dated 12/10/2010, between SFS and Customer, as may be amended from time to time.

"Guaranteed Obligations": All obligations which Customer presently or hereafter may have under the Contract, including but not limited to payment when due of all sums presently or hereafter owing by Customer thereunder.

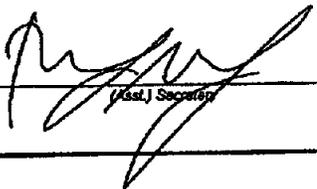
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce SFS to enter into the Contract and/or to grant certain financial or other accommodations related to the Contract, the undersigned guarantor (herein "Guarantor") unconditionally guarantees to SFS, the full and prompt payment and performance by Customer of the Guaranteed Obligations. Guarantor acknowledges that its obligations and liability hereunder are several, independent and separate from the obligations and liabilities of any other guarantor.

Guarantor agrees that it shall not be necessary as a condition to enforce this Guaranty that suit first be instituted against Customer or that any rights or remedies against Customer first be exhausted, it being agreed that the liability of Guarantor hereunder shall be primary, direct, and in all respects unconditional. Guarantor agrees that if the maturity of any of the Guaranteed Obligations is accelerated, by default or otherwise, such shall also be deemed accelerated for the purposes of this Guaranty, and without demand upon or notice to Guarantor.

(CONTINUED ON FOLLOWING PAGE)

The undersigned corporation warrants for itself that it is authorized by law and by its articles of incorporation to execute this Guaranty, and the person signing the same warrants that (s)he is specifically authorized thereunto by a duly adopted resolution of the board of directors or the by-laws of Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed as of the date set forth below.

CORPORATE SEAL	Guarantor: <u>West Penn Allegheny Health System, Inc.</u> <small>(Name of Corporation)</small>
	Address: <u>1301 Carlisle Street</u> <u>Natrona Heights, PA 15065-1902</u>
ATTEST:	By: <u></u> <small>(Signature)</small>
	Name: <u>David Klehn</u> <small>(Printed or Typed)</small>
	Title: <u>CFO</u> <small>(Printed or Typed)</small>
	Date: <u>10-25-2011</u>
<u></u> <small>(Asst.) Secretary</small>	

Guarantor authorizes SFS without notice or demand and without affecting its liability hereunder, from time to time to: (a) renew, compromise, extend, accept partial payment of, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Contract and any of the Guaranteed Obligations; (b) take and hold security for the payment of this Guaranty or any of the Guaranteed Obligations; (c) exchange, enforce, transfer, substitute, subordinate, collect, liquidate, compromise, waive and release any such security; (d) apply such security and direct the order and manner of disposition thereof as SFS in its discretion may determine; (e) take and hold additional guaranties of the Guaranteed Obligations and amend, alter, exchange, transfer or waive any such guaranties; and (f) release or substitute any one or more guarantors of the Guaranteed Obligations.

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Guarantor and SFS hereby agree as follows:

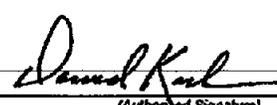
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SFS: Siemens Financial Services, Inc.

GUARANTOR: West Penn Allegheny Health System, Inc.

BY: 
(Authorized Signature)

BY: 
(Authorized Signature)

NAME: Junior Grossen
(Printed or Typed)

NAME: David Klehn
(Printed or Typed)

TITLE: Team Leader
(Printed or Typed)

TITLE: CFO
(Printed or Typed)

BY: 
(Authorized Signature)

DATE: 10-25-2011

NAME: Michele Morisey

TITLE: Team Leader
(Printed or Typed)

DATE: 11/28/11

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CORPORATE GUARANTY

To induce Kingsbridge Healthcare Finance, a Division of Kingsbridge Holdings, LLC ("Lessor") to enter into a Master Equipment Lease Agreement dated December 18, 2009 and all Schedules thereto, or to be entered into (collectively the "Lease") between Lessor and Canonburg General Hospital (the "Lessee") and in consideration thereof and of any loans, advances or financial accommodations heretofore or hereafter granted by Lessor to or for the account of the Lessee pursuant to said Lease, the undersigned Guarantor, jointly and severally (collectively the "Guarantor") guarantees the payment to Lessor of all sums which may be presently due and owing and of all sums which shall in the future become due and owing to Lessor from the Lessee, by acceleration or otherwise, under the Lease and any amounts advanced on behalf of Lessee, and also guarantees the due performance by the Lessee of all its obligations under said Lease. Guarantor has a financial interest in Lessee and in the Lease.

Guarantor agrees: to indemnify Lessor and hold Lessor harmless against all obligations, demands and liabilities by whomsoever asserted, and against all losses in any way suffered, incurred or paid by Lessor as a result of or in any way arising out of or following, or consequential to, said Lease; that this Guaranty shall not be impaired by any modification, supplement, extension or amendment of any contract or agreement to which the parties thereto may hereafter agree, nor by any modification, release or other alteration of any of the obligations hereby guaranteed or of any security therefor, nor by any agreements or arrangements whatever with the Lessee or any one else, nor the merger of Lessee with or into another entity, or the sale of substantially all Lessee's assets. Guarantor shall be liable to Lessor for reasonable attorney's fees, if any claim hereunder is referred to an attorney for collection provided that Lessor is successful in its action; that the liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Lessor first to resort to any other right, remedy or security; that Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever (Guarantor's obligations hereunder expressly encompass any amounts which Lessor is required to disgorge because of Lessee's insolvency), nor any right or recourse to security for the debts and obligations of the Lessee to Lessor, unless and until all of said debts and obligations have been paid in full; that if the Lessee or Guarantor should at any time become insolvent or make a general assignment, or if a petition in bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by, against or in respect of the Lessee or Guarantor, any and all obligations of Guarantor with respect to the Lease shall, at Lessor's option, forthwith become due and payable without notice; that Lessor's books and records showing the account between Lessor and the Lessee shall be admissible in any action or proceeding, and shall constitute *prima facie* proof thereof for the purpose of establishing the items therein set forth; that this Guaranty is an absolute, unconditional and continuing Guaranty which shall remain effective during the initial term and each renewal or other term of the foregoing Lease; that neither the dissolution or death of either Guarantor or Lessee nor Lessor's failure to perfect any security interest in the Equipment or Lease, shall affect or impair Guarantor's liability hereunder in any manner whatsoever; that nothing shall discharge or satisfy the liability of Guarantor hereunder except the full payment and performance of all of the Lessee's obligations under the foregoing Lease to Lessor with interest; that any and all present and future debts and obligations of the Lessee to Guarantor are being waived and postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of the Lessee to Lessor; and that all sums at any time to the credit of Guarantor and any of the property of Guarantor at any time in Lessor's possession may be held by Lessor as security for any and all obligations of such Guarantor to Lessor and to Lessor's subsidiaries, no matter how or when arising, whether absolute or contingent,

whether due or to become due and whether under this Guaranty or otherwise; that all payments which may become due hereunder will be paid at Lessor's office in Illinois or as otherwise directed in writing by Lessor; that any action or proceeding hereunder may be brought in any Federal or State court of competent jurisdiction in the Commonwealth of Pennsylvania and that service of summons or other process in any proceeding against Guarantor may be made upon Guarantor by registered or certified mail, proper postage prepaid, to Guarantor at its principal business address: 4800 Friendship Avenue, Pittsburgh, PA 15224 and which are organized under the laws of the State of Pennsylvania.

Guarantor waives: notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument, and notice thereof; and all other notices to which such Guarantor might otherwise be entitled. Notwithstanding the foregoing, Guarantor shall be entitled to written notice from Lessor of a default by the Lessee prior to Lessor exercising its rights and remedies under this Guaranty.

This Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties hereto, shall be governed, construed and interpreted according to the laws of the Commonwealth of Pennsylvania; shall be binding upon the heirs, executors, administrators, successors and assigns of Guarantor and shall inure to the benefit of your successors and assigns. The words "Lessor" and "Lessor's" as used herein shall mean and include, and this Guaranty shall apply in favor of and be severally enforceable by, Lessor and its successors and assigns.

Dated as of MAR 11, 2010.

GUARANTOR: WESTPENN
ALLEGHENY HEALTH SYSTEM, INC.

By: [Signature]

Title: CHIEF ADMINISTRATIVE OFFICER

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Guaranty and Suretyship Agreement

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "Guaranty") is made and entered into as of this 30th day of December, 2008, by West Penn Allegheny Health System (the "Guarantor"), with an address at Two Allegheny Center, 11th Floor, Pittsburgh, PA 15212 in consideration of the extension of credit by Allegheny Valley Bank of Pittsburgh (the "Bank"), with an address at 5137 Butler Street, Pittsburgh, PA 15201 to Alle-Kiski Medical Center (the "Borrower"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Guaranty of Obligations. The Guarantor hereby unconditionally guarantees, as a primary obligor, and becomes surety for, the prompt payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower to the Bank or to any other direct or indirect subsidiary of the Bank, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (hereinafter referred to collectively as the "Obligations"). If the Borrower defaults under any such Obligations, the Guarantor will pay the amount due to the Bank.

2. Nature of Guaranty; Waivers. This is a guaranty of payment and not of collection and the Bank shall not be required, as a condition of the Guarantor's liability, to make any demand upon or to pursue any of its rights against the Borrower, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Obligations. This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and the Bank has terminated this Guaranty. This Guaranty will remain in full force and effect even if there is no principal balance outstanding under the Obligations at a particular time or from time to time. This Guaranty will not be affected by any surrender, exchange, acceptance, compromise or release by the Bank of any other party, or any other guaranty or any security held by it for any of the Obligations, by any failure of the Bank to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations or any guaranty, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guaranty thereof. The Guarantor's obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off,

recoupment, deduction or defense based upon any claim the Guarantor may have (directly or indirectly) against the Borrower or the Bank, except payment or performance of the Obligations.

Notice of acceptance of this Guaranty, notice of extensions of credit to the Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Bank's failure to comply with the notice requirements under Sections 9-611 and 9-612 of the Uniform Commercial Code as in effect from time to time are hereby waived. The Guarantor waives all defenses based on suretyship or impairment of collateral.

The Bank at any time and from time to time, without notice to or the consent of the Guarantor, and without impairing or releasing, discharging or modifying the Guarantor's liabilities hereunder, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to any of the Obligations, any other guaranties, or any security for any Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Obligations of the Borrower in such order, manner and amount as the Bank may determine in its sole discretion; (d) settle, compromise or deal with any other person, including the Borrower or the Guarantor, with respect to any Obligations in such manner as the Bank deems appropriate in its sole discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies hereunder as provided herein.

3. Repayments or Recovery from the Bank. If any demand is made at any time upon the Bank for the repayment or recovery of any amount received by it in payment or on account of any of the Obligations and if the Bank repays all or any part of such amount by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by the Bank. The provisions of this section will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Bank's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

4. Financial Statements. Unless compliance is waived in writing by the Bank or until all of the Obligations have been paid in full, the Guarantor will promptly submit to the Bank such information relating to the Guarantor's affairs (including but not limited to annual financial statements and tax returns for the Guarantor) or any security for the Guaranty as the Bank may reasonably request.

5. Enforceability of Obligations. No modification, limitation or discharge of the Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge the Guarantor's liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted. The Guarantor waives all rights and benefits which might accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, irrespective of any modification, limitation or discharge of the liability of the Borrower that may result from any such proceeding.

6. Events of Default. The occurrence of any of the following shall be an "Event of Default": (i) any Event of Default (as defined in any of the Obligations); (ii) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations

with respect to such default; (iii) demand by the Bank under any of the Obligations that have a demand feature; (iv) the Guarantor's failure to perform any of its obligations hereunder; (v) the falsity, inaccuracy or material breach by the Guarantor of any written warranty, representation or statement made or furnished to the Bank by or on behalf of the Guarantor; or (vi) the termination or attempted termination of this Guaranty. Upon the occurrence of any Event of Default, (a) the Guarantor shall pay to the Bank the amount of the Obligations; or (b) on demand of the Bank, the Guarantor shall immediately deposit with the Bank, in U.S. dollars, all amounts due or to become due under the Obligations, and the Bank may at any time use such funds to repay the Obligations; or (c) the Bank in its discretion may exercise with respect to any collateral any one or more of the rights and remedies provided a secured party under the applicable version of the Uniform Commercial Code; or (d) the Bank in its discretion may exercise from time to time any other rights and remedies available to it at law, in equity or otherwise.

7. **Right of Setoff.** In addition to all liens upon and rights of setoff against the Guarantor's money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Guarantor's obligations to the Bank under this Guaranty and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Guarantor hereby grants Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank all of the Guarantor's right, title and interest in and to, all of the Guarantor's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of the Bank, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Guarantor. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

8. **Collateral.** This Guaranty is secured by the property described in any collateral security documents which the Guarantor executes and delivers to the Bank and by such other collateral as previously may have been or may in the future be granted to the Bank to secure any Obligations of the Guarantor to the Bank.

9. **Costs.** To the extent that the Bank incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Obligations and will bear interest from the incurring or payment thereof at the Default Rate (as defined in any of the Obligations).

10. **Postponement of Subrogation.** Until the Obligations are indefeasibly paid in full, expire, are terminated and are not subject to any right of revocation or rescission, the Guarantor postpones and subordinates in favor of the Bank or its designee (and any assignee or potential assignee) any and all rights which the Guarantor may have to (a) assert any claim whatsoever against the Borrower based on subrogation, exoneration, reimbursement, or indemnity or any right of recourse to security for the Obligations with respect to payments made hereunder, and (b) any realization on any property of the Borrower, including participation in any marshalling of the Borrower's assets.

11. **Power to Confess Judgment.** The Guarantor hereby empowers any attorney of any court of record, after the occurrence of any Event of Default hereunder, to appear for the Guarantor and, with or without complaint filed, confess judgment, or a series of judgments, against the Guarantor in favor of the Bank for the amount of the Obligations and an attorney's commission of the greater of 10% of such principal and interest or \$1,000 added as a reasonable attorney's fee, and for doing so, this Guaranty or a copy verified

by affidavit shall be a sufficient warrant. The Guarantor hereby forever waives and releases all errors in said proceedings and all rights of appeal and all relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter enacted.

No single exercise of the foregoing power to confess judgment, or a series of judgments, shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void, but the power shall continue undiminished and it may be exercised from time to time as often as the Bank shall elect until such time as the Bank shall have received payment in full of the Obligations and costs. Notwithstanding the attorney's commission provided for in the preceding paragraph (which is included in the warrant for purposes of establishing a sum certain), the amount of attorneys' fees that the Bank may recover from the Guarantor shall not exceed the actual attorneys' fees incurred by the Bank.

12. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the Bank and the Guarantor may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to addresses for the Bank and the Guarantor as set forth above or to such other address as either may give to the other for such purpose in accordance with this section.

13. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. The Bank may proceed in any order against the Borrower, the Guarantor or any other obligor of, or collateral securing, the Obligations.

14. Illegality. If any provision contained in this Guaranty should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Guaranty.

15. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Guarantor from, any provision of this Guaranty will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Guarantor will entitle the Guarantor to any other or further notice or demand in the same, similar or other circumstance.

16. Entire Agreement. This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Guarantor and the Bank with respect to the subject matter hereof; provided, however, that this Guaranty is in addition to, and not in substitution for, any other guarantees from the Guarantor to the Bank.

17. Successors and Assigns. This Guaranty will be binding upon and inure to the benefit of the Guarantor and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Guarantor may not assign this Guaranty in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Guaranty in whole or in part.

18. **Interpretation.** In this Guaranty, unless the Bank and the Guarantor otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Guaranty. Section headings in this Guaranty are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose. If this Guaranty is executed by more than one party as Guarantor, the obligations of such persons or entities will be joint and several.

19. **Indemnity.** The Guarantor agrees to indemnify each of the Bank, each legal entity, if any, who controls the Bank and each of their respective directors, officers and employees (the "Indemnified Parties"), and to hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Guarantor), in connection with or arising out of or relating to the matters referred to in this Guaranty, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Guarantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Guaranty and assignment of any rights hereunder. The Guarantor may participate at its expense in the defense of any such claim.

20. **Governing Law and Jurisdiction.** This Guaranty has been delivered to and accepted by the Bank and will be deemed to be made in the Commonwealth of Pennsylvania. THIS GUARANTY WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE GUARANTOR DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES. The Guarantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located; provided that nothing contained in this Guaranty will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Guarantor individually, against any security or against any property of the Guarantor within any other county, state or other foreign or domestic jurisdiction. The Guarantor acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Guarantor. The Guarantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

21. **Equal Credit Opportunity Act.** If the Guarantor is not an "applicant for credit" under Section 202.2 (e) of the Equal Credit Opportunity Act of 1974 ("ECOA"), the Guarantor acknowledges that (i) this Guaranty has been executed to provide credit support for the Obligations, and (ii) the Guarantor was not required to execute this Guaranty in violation of Section 202.7(d) of the ECOA.

22. **Authorization to Obtain Credit Reports.** By signing below, each Guarantor who is an individual provides written authorization to the Bank or its designee (and any assignee or potential assignee) to obtain the Guarantor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering this Guaranty and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

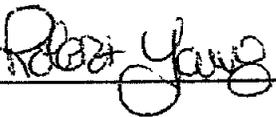
23. WAIVER OF JURY TRIAL. THE GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT THE GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS GUARANTY, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS GUARANTY OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Guarantor acknowledges that it has read and understood all the provisions of this Guaranty, including the confession of judgment and waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

WITNESS / ATTEST:

WEST PENN ALLEGHENY HEALTH SYSTEM



By: 
_____ (SEAL)

Print Name: ROBERT YOUNG

Print Name: EDWARD H. ROEBEL

Title: DIRECTOR CORP. FINANCE & TREASURY

Title: INTELIM & PERFORMANCE CFO

[This disclosure is for use in PA only. Delete if inapplicable.]

**DISCLOSURE FOR CONFESSION OF JUDGMENT
(GUARANTOR)**

Undersigned: WEST PENN ALLEGHENY HEALTH SYSTEM
Two Allegheny Center
11th Floor
Pittsburgh, PA 15212

Lender: ALLEGHENY VALLEY BANK OF PITTSBURGH
5137 Butler Street
Pittsburgh, PA 15201

The undersigned has executed, and/or is executing, on or about the date hereof, a Guaranty and Suretyship Agreement, in respect of the obligations owed to Lender by Alle-Kiski Medical Center under which the undersigned is obligated to repay monies to Lender.

A. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH LENDER MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF ITS RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST IT BY LENDER THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LENDERS ENTERING JUDGMENT AGAINST IT BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH LENDER MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE UNDERSIGNED IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES ITS RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO LENDERS TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.

C. The undersigned certifies that a representative of Lender specifically called the confession of judgment provisions in the above document to the attention of the undersigned, and/or that the undersigned was represented by legal counsel in connection with the above document.

D. The undersigned hereby certifies: that its annual income exceeds \$10,000; that all references to the undersigned above refer to all persons and entities signing below; and that the undersigned received a copy hereof at the time of signing.

Dated: 12-23-08

WEST PENN ALLEGHENY HEALTH SYSTEM

By  (SEAL)

Print Name: EDUARDO H ROEBBER

Title: INTERIM VP FINANCE + CFO

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GUARANTY

RE: Loan and Working Capital Line Agreement, the Loan Note, the Working Capital Line Note and the Security Agreement (each as defined in the Loan and Working Capital Line Agreement)

- Secured Party: Olympus America Inc.
- Debtor: PETERS TOWNSHIP SURGERY CENTER, LLC

1. Purpose. Debtor wishes to enter into the above-referenced agreement (together with all corresponding present and future riders, schedules, exhibits, addenda and amendments thereto, if any, collectively the "Agreement") with Secured Party. Secured Party is willing to enter into the Agreement, provided that the undersigned ("Guarantor") guarantees to Secured Party the prompt payment of all sums payable by Debtor under the Agreement and certain other obligations of Debtor to Secured Party (including but not limited to the Obligations, as defined in Section 2). If this Guaranty is executed by more than one Guarantor, then the word "Guarantor" (as used in this Guaranty) shall mean all and any one or more of them and, subject to the immediately ensuing sentence, the obligations of each Guarantor shall be joint and several. Notwithstanding anything contained in this Guaranty to the contrary, each Guarantor's aggregate liability under this Guaranty shall not exceed Forty-Five Percent (45%) of One Hundred Twenty Percent (120%) of the Obligations (as defined in Section 2) plus One Hundred Percent (100%) of all costs and expenses (including but not limited to legal fees) incurred in enforcing this Guaranty. However, when Debtor obtains all licensure necessary to operate a medical facility, and all leasehold improvements have been completed, Guarantor's aggregate liability under this Guaranty shall be reduced to Forty-Five Percent (45%) of One Hundred Percent (100%) of the Obligations and costs and expenses (including but not limited to legal fees) incurred in enforcing this Guaranty. At any time after the first Twenty-four (24) months following the Loan Note Repayment Commencement Date and the Working Capital Line Note Repayment Commencement Date (as defined under the Agreement), Secured Party shall, upon written request of Guarantor, review Debtor's performance under the Agreement and Debtor's then current financial statements. Provided Debtor has (a) complied with all of the terms and conditions of the Agreement, (b) remitted all payments due under the Agreement, the Loan Note and the Working Capital Line Note when due and (c) achieved a Debt Service Coverage Ratio (as defined below) of 1.25x for each of the previous four consecutive calendar quarters of operations, then Secured Party shall release Guarantor from any and all further liability under this Guaranty upon Secured Party's and Guarantor's execution of a written agreement terminating this Guaranty. Execution of such agreement shall not be unreasonably withheld by the parties. For purposes of this Guaranty, the term "Debt Service Coverage Ratio" shall mean Debtor's earnings before interest, taxes, depreciation and amortization, divided by Debtor's total current portion of long-term debt (defined as Debtor's next twelve months of debt service payments).

2. Statement of Guaranty. For value received, receipt of which is hereby acknowledged, to induce Secured Party to enter into the Agreement, and subject to the immediately following sentence, Guarantor hereby unconditionally guarantees and promises to Secured Party the prompt and complete payment of (a) all sums payable by Debtor under the Agreement (including without limitation Secured Party's costs and expenses of collection of same), and under any other present or future agreements entered into, or obligations now or hereafter incurred in connection with the Agreement, (b) all sums payable by Debtor under any other agreement with Secured Party (including without limitation Secured Party's costs and expenses of collection of same) whether such agreement is entered into before or after the date of this Guaranty, (subparagraphs 2(a) and 2(b) are hereinafter collectively referred to as the "Obligations") and, in case of the extension of time of payment of the Obligations, in whole or in part, of any such sums, that all such sums will be promptly paid when due in accordance with the terms of such extension, and (c) all costs and expenses (including but not limited to legal fees) incurred in enforcing this Guaranty. The term "Obligations" also includes any and all of Debtor's indebtedness to Secured Party and is used in the most

comprehensive sense and means and includes any and all of Debtor's liabilities, obligations and debts to Secured Party, now existing or hereafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, cost per procedure obligations, other obligations and liabilities of Debtor, or any of them, and any present or future judgments against Debtor or any of them and whether any such Obligations is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Debtor may be liable individually or jointly with others, or primarily or secondarily as guarantor or surety; whether recovery on the Obligations may be or may become barred or unenforceable against Debtor for any reason whatsoever; and whether the Obligations arise from transactions which may be voidable on account of infancy, insanity, ultra vires or otherwise. Secured Party's agreement to enter into and accept Debtor's obligations under the Agreement shall conclusively be deemed to have been created, contracted or secured in reliance upon this Guaranty

3. Extensions & Amendments. Guarantor hereby consents that at any time or from time to time without notice to Guarantor, (i) the time for Debtor's performance of or compliance with any of the Obligations may be extended or such performance or compliance may be waived by Secured Party; (ii) the Agreement and/or any other agreement and/or the Obligations may from time to time be amended for the purpose of adding any provision thereto or changing in any manner the rights of Secured Party or of Debtor thereunder; (iii) payment of any sums due or to become due in connection with the Obligations may be extended, in whole or in part; and (iv) the terms of such Obligations may be waived by Secured Party in its sole discretion, all without affecting the liability of Guarantor hereunder. No change, amendment, termination or waiver of any provision contained herein shall be binding unless in writing signed by Secured Party and Guarantor. Secured Party may pursue its rights and remedies under this Guaranty and shall be entitled to payment hereunder and to enforce all of its other rights hereunder notwithstanding any other guaranty of, or security for, all of any part of the Obligations and notwithstanding any action taken or omitted to be taken by Secured Party to enforce any of its rights or remedies under such other guaranty or with respect to any other security, or any payment received thereunder.

4. Subordination. Guarantor hereby subordinates any and all indebtedness of Debtor to Guarantor to the full and prompt payment and performance of all of the Obligations. Guarantor agrees that Secured Party shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Debtor to Guarantor. Any payments on such indebtedness to Guarantor, if Secured Party so requests, shall be collected, enforced and received by Guarantor, in trust, as trustee for Secured Party on account of the Obligations, or without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Secured Party is authorized and empowered, but not obligated, in its discretion (a) in the name of and upon prior notice to Guarantor, to collect and enforce, and to submit claims in respect of, any indebtedness of Debtor to Guarantor under the Bankruptcy Code and to apply amounts received thereon to the Obligations, and (b) to require Guarantor to (i) collect and enforce, and to submit claims in respect of, any indebtedness of Debtor to Guarantor, and (ii) pay any amounts received on such indebtedness to Secured Party for application to the Obligations

5. Rescission or Returns. Guarantor agrees that if at any time all or any part of any payment previously applied by Secured Party to any of the Obligations is or must be rescinded or returned by Secured Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Debtor or the recovery on any action, or compromise or settlement thereof, brought by Debtor or a trustee of Debtor under the Bankruptcy Code), such Obligations shall, for the purposes of this Guaranty and to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence notwithstanding such application by Secured Party, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such applications by Secured Party had not been made.

6. Assignment. Secured Party may assign this Guaranty or any rights and powers hereunder with any assignment of any of the Obligations or any sums due or to become due, or any rights, claims, powers and remedies thereunder and, in the event of such assignment, such assignee shall have the same rights and remedies as Secured Party as if originally named herein.

7. Waivers. Guarantor hereby waives diligence and any and all defenses that it may have to the validity, regularity or enforceability of this Guaranty, including but not limited to, statute of limitations, presentment of any instrument, demand for payment, protest and notice of non-payment or protest and the performance of each and every condition precedent to which Guarantor might otherwise be entitled by law, and notice of the creation or accrual of any of the Obligations and all demands whatsoever. It is understood and agreed that Guarantor shall not be released by any act or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or a guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted or circumstance which may or might vary the risk or affect the rights or remedies of Guarantor or by reason of any further dealings between Debtor and Secured Party, whether relating to the Agreement or otherwise, and Guarantor hereby expressly waives and surrenders any defense of its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, waivers or any of them and hereby expressly waives and relinquishes all other rights and remedies accorded by applicable law to guarantors and sureties; and expressly waives any other defenses, setoff or counterclaims; it being the purpose and intent of the parties hereto that the obligations of Guarantor hereunder are absolute and unconditional under any and all circumstances.

8. Independent Obligations. The obligations of Guarantor hereunder are independent of the Obligations of Debtor. A separate action or actions may be brought and prosecuted against Guarantor, whether an action is brought against Debtor or whether Debtor be joined in any such action or actions

9. Continuing Guaranty. It is expressly understood and agreed that this is a continuing Guaranty and an instrument for the payment of money only, that the obligations of Guarantor are and shall be absolute under any and all circumstances, without regard to the validity, regularity or enforceability of the Agreement or any other instruments executed in connection therewith, a true copy of each of said documents Guarantor hereby acknowledges having received, reviewed and approved. This Guaranty is a guaranty of payment and performance when due, and is not a guaranty of "collection".

10. Substitution. Guarantor agrees that its obligations hereunder shall survive the reorganization of, or sale or transfer of, all or a majority of the capital stock or assets of Debtor, and acknowledges that Secured Party will not release Guarantor of its obligations undertaken in this Guaranty unless and until a substitute guarantor acceptable to and approved by Secured Party, in its sole discretion, has executed a substitute guaranty in form and substance acceptable to Secured Party in its sole discretion.

11. Governing Law: Venue. This Guaranty is deemed to have been made in Pennsylvania, shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws rules), shall be binding upon the heirs, executors, administrators, successors, and assigns of Guarantor, and shall inure to the benefit of Secured Party, its successors and assigns. All controversies, disputes and claims arising out of or relating to this transaction, or the breach or threatened breach of this Guaranty, shall be adjudicated exclusively by a court of competent jurisdiction within the County of Lehigh, Commonwealth of Pennsylvania or the Federal District Court in the Eastern District of Pennsylvania, except that any judgment decree or order obtained in such action may be enforced in any other jurisdiction by suit or in any other permitted manner. Guarantor hereby waives personal service of process. Guarantor hereby waives any objection that it may have regarding the personal jurisdiction or venue of any court in the Commonwealth of Pennsylvania, County of Lehigh, or the Federal District Court in the Eastern District of Pennsylvania, including without limitation a motion that the forum is not convenient. Guarantor agrees to pay any and all reasonable costs, legal fees and expenses incurred by

Secured Party resulting from all controversies, disputes, or claims which are adjudicated or settled favorable to Secured Party. **GUARANTOR WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED HEREON.**

12. **Representations, Covenants, & Warranties.** Guarantor represents, covenants and warrants that (i) all financial information submitted by Guarantor is true, accurate and complete and fairly presents Guarantor's financial position, and includes all information necessary to insure that the information submitted is not misleading, (ii) Guarantor has the full power and authority to enter into this Guaranty, (iii) the person executing this Guaranty on behalf of Guarantor has been duly authorized and has all required corporate consents and approvals, (iv) this Guaranty will constitute the legal, valid, and binding obligation of Guarantor, and (v) the execution of this Guaranty by Guarantor will not violate any law, rule, or regulation, or conflict with any other agreement to which Guarantor is a party.

13. **Severability** If any provision of this Guaranty shall be unenforceable, in whole or in part, for any reason whatsoever, then such provision, to the extent it is unenforceable, shall be ineffective and the balance of this Guaranty shall be deemed valid and enforceable and construed as if the offending provisions had been deleted therefrom.

14. **Notices.** All notices, requests, demands, or communications required or permitted hereunder shall be in writing, delivered personally, by facsimile or mailed by first class mail, postage prepaid, addressed to Guarantor at the address listed below; or at such other address as shall be specified in writing to Secured Party. All notices, requests, demands or communications shall be deemed effective upon personal delivery, facsimile confirmation or three (3) days following deposit in the U.S. Mail in accordance with this Section.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the ____ day of _____, 2011.

GUARANTOR: WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

By: Dianne Dismukes
Name: Dianne Dismukes
Title: _____
Address: 4800 Friendship Avenue
Pittsburgh, PA 15224
Fax: _____

NOTARIZATION

COUNTY OF ALLEGHENY

STATE OF PENNSYLVANIA :SS:

On this 30 day of JUNE 2011, before me came DIANNE DISMUKES, to me known to be the individual listed above and who executed the foregoing instrument on behalf of _____ and acknowledged that he/she executed the same

Michael T. Gayso
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michael T. Gayso, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 20, 2012
Member, Pennsylvania Association of Notaries