

**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 2.3.1  
FROM THE PENNSYLVANIA INSURANCE DEPARTMENT**

**REQUEST 2.3.1:**

**In addition to the material submitted in the response dated February 21, 2012 (UPE-0000001 to UPE-0002995) kindly provide: (1) documentation of the following outstanding indebtedness: Further Rate Restructure Certificate; Series 2006A/2006B Revenue Note; and outstanding mortgage loans.**

**RESPONSE:**

The Floating Rate Restructure Certificates are attached at Exhibit A.

Copies of documentation for the Allegheny County Hospital Development Authority Health Facilities Revenue Notes, Series A and Series B of 2006, are attached at Exhibit B.

The mortgages relating to the above-referenced bonds identified as UPE-0000001 to UPE-0002995 are located at UPE-0000472-UPE-0000499, UPE-0000500-UPE-0000525, UPE0000526-UPE-0000541 and UPE-0000542-UPE0000559.

This Response will be further supplemented.

**UPE**  
120 Fifth Avenue  
Pittsburgh, PA 15222

# Document Divider

## **EXHIBIT A**

(A)

INDENTURE

Dated as of July 1, 2000

BETWEEN

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.,  
THE WESTERN PENNSYLVANIA HOSPITAL,  
SUBURBAN GENERAL HOSPITAL,  
SUBURBAN HEALTH FOUNDATION,  
THE WESTERN PENNSYLVANIA HOSPITAL FOUNDATION,  
ALLEGHENY GENERAL HOSPITAL,  
ALLEGHENY UNIVERSITY MEDICAL CENTERS,  
AUMC/CANONSBURG,  
ALLEGHENY-SINGER RESEARCH INSTITUTE,  
ALLEGHENY MEDICAL PRACTICE NETWORK,  
WEST PENN SPECIALTY MSO, INC.,  
ALLEGHENY SPECIALTY PRACTICE NETWORK,  
WEST PENN CORPORATE MEDICAL SERVICES, INC.,  
AUMC CANONSBURG AMBULANCE SERVICE, INC.,  
VALLEY DEVELOPMENT & MANAGEMENT CORP.

AND

ALLFIRST BANK,  
as Trustee

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FLOATING RATE RESTRUCTURING CERTIFICATES

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THIS INDENTURE, dated as of July 1, 2000 among WEST PENN ALLEGHENY HEALTH SYSTEM, INC., a nonprofit corporation incorporated under the laws of the Commonwealth of Pennsylvania (the "Issuer"), THE WESTERN PENNSYLVANIA HOSPITAL, SUBURBAN GENERAL HOSPITAL, SUBURBAN HEALTH FOUNDATION, THE WESTERN PENNSYLVANIA HOSPITAL FOUNDATION, ALLEGHENY GENERAL HOSPITAL, ALLEGHENY UNIVERSITY MEDICAL CENTERS, AUMC/CANONSBURG, ALLEGHENY-SINGER RESEARCH INSTITUTE, ALLEGHENY MEDICAL PRACTICE NETWORK, AUMC-CANONSBURG AMBULANCE SERVICE, INC. and ALLEGHENY SPECIALTY PRACTICE NETWORK, each a nonprofit corporation incorporated under the laws of the Commonwealth of Pennsylvania, WEST PENN CORPORATE MEDICAL SERVICES, INC., WEST PENN SPECIALTY MSO, INC. and VALLEY DEVELOPMENT & MANAGEMENT CORP., both corporations incorporated under the laws of the Commonwealth of Pennsylvania (each, including the Issuer, a "Member" and collectively, including the Issuer, the "Members"), and ALLFIRST BANK, a state chartered banking corporation with trust powers organized and existing under the laws of the state of Maryland being qualified to accept and administer the trusts hereby created (the "Trustee");

WITNESSETH:

WHEREAS negotiations having taken place surrounding the restructuring of the debt obligations of Allegheny General Hospital, Allegheny Singer Research Institute and Allegheny Neuropsychiatric Institute (together "AGH") under the Master Trust Indenture, dated as of February 1, 1988, as restated and amended by, *inter alia*, the Restated and Amended Master Trust Indenture dated April 7, 1993; and

WHEREAS on account of AGH's debt obligations to PNC Bank, National Association ("PNC") pursuant to the (i) Letter of Credit Reimbursement and Security Agreement, dated as of February 1, 1988, and (ii) Letter of Credit, Reimbursement and Security Agreement, dated as of January 29, 1993, and all related documents identified therein (including all principal, interest, fees, reimbursements, expenses and other amounts due thereunder) ("PNC Indebtedness"), PNC has agreed to accept a cash payment equal to the Cash Settlement Percentage of the PNC Indebtedness, plus Securities issued pursuant to this Indenture in the initial principal amount of \$22,096,700.11, in full satisfaction of the PNC Indebtedness; and

WHEREAS on account of AGH's debt obligations to Morgan Guaranty Trust Company of New York ("Morgan") pursuant to the Reimbursement and Security Agreement, dated as of April 1, 1995, and all related documents identified therein (including all principal, interest, fees, reimbursements, expenses and other amounts due thereunder) ("Morgan Indebtedness"), Morgan has agreed to accept a cash payment equal to the Cash Settlement Percentage of the Morgan Indebtedness, plus Securities issued pursuant to this Indenture in the initial principal amount of \$14,987,600.00, in full satisfaction of the Morgan Indebtedness; and

WHEREAS, the Issuer and the Members are authorized and deem it necessary and desirable to enter into this Indenture for the purpose of completing the overall restructuring of the debt obligations of AGH by the issuance of the Securities; and

WHEREAS, all acts and things necessary to make this Indenture a valid indenture and agreement according to its terms have been done and performed by the Trustee, the Issuer and the Members, and the Trustee, the Issuer and the Members have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of the obligations issued hereunder by the Holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which such obligations are to be issued, authenticated, delivered and accepted by all persons who shall from time to time be or become holders thereof, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Holders from time to time of obligations issued hereunder, as follows:

## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The terms defined in this Section shall for all purposes of this Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, equally applicable to both singular and plural forms of any of the terms herein defined.

Accountant means any firm of independent certified public accountants selected by the Obligated Group Representative and not unreasonably objected to by the Trustee.

Adjusted NOI means, without duplication and subject to Section 6.4 hereof,

(i) EBITDA *plus*

(ii) all interest income of all Members on cash balances, *plus*

(iii) to the extent, if any, not included in the foregoing, income of and other distributions from the Lockhart Trusts and all other endowment income actually received in cash by any one or more Member or disbursed for the direct benefit of the beneficiary even if not received in cash, *plus*

(iv) Net Proceeds, if any, pursuant to Section 10.1 hereof,

(v) all non-operating income of all Members, *less*

(a) Permitted Capital Expenditures of all Members, and

(b) the sum of

(1) principal and interest on the New Bond Offering and the Bonds Left Outstanding as shown on the annexed Exhibit C, and

(II) actual interest on the Highmark Obligation as shown on the annexed Exhibit D unless the principal balance thereof outstanding at a given time is 100% replaced or refinanced, in which case actual interest shall not exceed \$11,250,000 (it being understood that if the principal on the Highmark Obligation is less than 100% replaced or refinanced the number used shall be the sum of (A) the actual interest on the unreplaced portion, and (B) actual interest on the replacement financing not to exceed \$11,250,000 times a fraction, the numerator of which is the principal amount of replacement debt financing and the denominator of which is \$125,000,000).

Affiliate means a Person which is not a Member, but is (a) a nonprofit corporation, a majority of the members of the Governing Body of which are (i) the same as the corporate members or directors of a Member, (ii) subject to election, appointment and removal by a Member, or (iii) subject to election, appointment and removal by a corporation which has the power to elect or appoint at least 50% of the members of the Governing Body of a Member, or (iv) vested with the power to elect or appoint and remove a majority of the members of the Governing Body of a Member, or (b) a for-profit corporation, at least 50% of whose voting stock is owned by a Member or an Affiliate, or (c) any other Person which directly or indirectly controls, is controlled by, or is under common control with a Member, including but not limited to a Person the governing documents of which provide that all or substantially all the assets of which shall be distributed upon liquidation or dissolution to the Member or one or more Affiliates of such Member. For purposes of the preceding sentence, "control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership or holding of voting or other interests in such Person, the right to determine or elect a majority of voting or other interests in such Person, the right to determine or elect a majority of such Person's board of directors or other governing body or a reservation of powers, by contract or otherwise.

AGH means Allegheny General Hospital, a Pennsylvania nonprofit corporation, together with Allegheny Singer Research Institute and Allegheny Neuropsychiatric Institute.

Annual Payment means any payment due pursuant to Section 3.4 hereof.

Annual Payment Date means the earlier of (i) 30 days after the delivery of the report required by Section 5.1(a)(iii), or (ii) 150 days after the end of the applicable Fiscal Year.

Authorized Representative means with respect to the Issuer and each other Member, the chair of its Governing Body, its chief executive officer, its president, its chief operating officer, its chief financial officer or its treasurer or any other person designated an Authorized Representative of such Member by a Certificate of such Member, respectively, signed by the chair of its Governing Body or its chief executive officer, its president, its chief operating officer, its chief financial officer or its treasurer and filed with the Trustee.

Balloon Indebtedness means that portion of any debt incurred by a Member, 25% or more of the principal of which becomes due (either by maturity or mandatory redemption and not solely by virtue of a "put" or tender feature) during any period of 12 consecutive months, which portion of the principal is not required by the documents governing such Indebtedness to be amortized by redemption prior to such date.

Blockage Period shall have the meaning ascribed to that term in Section 12.3 hereof.

Bonds Left Outstanding means (i) a portion of the Pennsylvania Higher Educational Facilities Authority Revenue Bonds (Allegheny General Hospital) 1991 Series A in the original principal amount of \$60,000,000, (ii) the Dauphin County General Authority Hospital Revenue Refunding Bonds HAPSCO Group Inc. Tax-Exempt Loan Program (The Western Pennsylvania Hospital Project) 1992 Series A in the original principal amount of \$34,855,000, (iii) Monroeville Hospital Authority Hospital Revenue Bonds, Series 1992 (Forbes Health System), (iv) Monroeville Hospital Authority Hospital Revenue Bonds, Series 1995 (Forbes Health System), and (v) the Allegheny General Hospital Series 1993C Note issued to UNUM Life Insurance Company of America in the original principal amount of \$15,000,000

Business Day means a day on which banking institutions in the jurisdiction where the Corporate Trust Office is located are not authorized by law to remain closed.

Cap shall have the meaning ascribed to that term in Section 12.3 hereof.

Cap Date means July 1, 2011.

Cash-on-Hand shall mean, except as provided in Section 3.11 hereof, as of the last day of the Fiscal Year of the Members, the sum of their consolidated cash and cash equivalents multiplied by 365 and divided by (i) their consolidated total operating expenses (inclusive of interest expense) less (ii) their consolidated depreciation and amortization.

Cash-on-Hand Target shall have the meaning ascribed to that term in Section 3.10 hereof.

Cash Settlement Percentage means 67.28%.

Certificate, Statement, Request, Consent or Order of any Member or of the Trustee means, respectively, a written certificate, statement, request, consent or order signed in the name of such Member by its respective Authorized Representative or in the name of the Trustee by its Responsible Officer. Any such instrument and supporting opinions or certificates, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or certificate and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.4 hereof, each such instrument shall include the statements provided for in Section 1.4.

Closing Date means the date on which the New Bond Offering has been consummated and the cash proceeds thereof actually received by the Issuer.

Corporate Trust Office means the corporate trust office of the Trustee in Harrisburg, Pennsylvania or such other offices as the Trustee may designate from time to time by written notice to the Issuer and the Holders.

Decennial Measuring Period means the ten-year period beginning July 1, 2000 and ending ten (10) years therefrom, and each successive ten-year period thereafter until the Maturity Date or redemption or repayment of the Securities.

Decennial Payment shall have the meaning ascribed to such term in Section 3.5 hereof.

Decennial Payment Date means, generally, the date that is 150 days after the end of the Fiscal Years ending June 30, 2010, June 30, 2020 and June 30, 2030.

Decennial Report shall have the meaning ascribed to such term in Section 5.1(b) hereof.

Default Payment shall have the meaning ascribed to such term in Section 6.2 hereof.

Deferral Rate of Interest shall have the meaning ascribed to such term in Section 3.5 hereof.

Deferred Annual Payments shall have the meaning ascribed to such term in Section 3.6 hereof.

EBITDA, except as provided in Section 3.12 hereof, means, without duplication,

- (i) excess of revenues over expenses, *plus*
- (ii) provision for taxes payable on taxable income, *plus*
- (iii) interest expense, amortization of debt discount and like debits to income accounts, *minus*
- (iv) investment income, *plus*
- (v) depreciation, *plus*
- (vi) aggregate charitable contributions made by all Members *minus* \$250,000, *plus*
- (vii) amortization and other like debits to income not associated with credits to cash, *plus*
- (viii) special charges to the extent that no contemporaneous book credit to cash was required to account for such change.

All of the foregoing calculations of EBITDA shall be consolidated EBITDA for all the Members determined in accordance with generally accepted accounting principles.

Euro-Dollar Business Day means any day on which commercial banks are open for international business (including dealings in dollar deposits) in London.

Excess Cash shall mean Cash-on-Hand minus Cash-on-Hand Target.

Fiscal Year means, subject to the provisions of Section 13.7 hereof, that period adopted by the Obligated Group Representative as its annual accounting period and which shall also be the Fiscal Year adopted by all other Members (unless any such Member is prevented by law or regulation from adopting such a Fiscal Year).

Fitch means Fitch IBCA, Inc., its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

FRRC means Floating Rate Restructuring Certificate, or Security, the form of which is annexed hereto as Exhibit A.

FRRC Settlement Percentage means 32.72%.

Governing Body means, when used with respect to any Member, its board of directors, board of trustees, or other board or group of individuals in which all of the powers of such Member are vested except for those powers reserved to the corporate membership of such Member by the articles of incorporation or bylaws thereof.

Highmark means Highmark Inc., d/b/a Highmark Blue Cross Blue Shield, a Pennsylvania nonprofit corporation.

Highmark Obligation shall have the meaning ascribed to that term in the Credit Agreement and Related Supplement, to be dated as of July 1, 2000, by and between the Issuer, on behalf of the Obligated Group (as defined therein), and Highmark.

Holder means the registered holder of any Security.

Holder-Selected Board Member shall have the meaning ascribed to that term in Section 6.4(b) hereof.

Indenture means this instrument as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms hereof.

Independent Consultant means a firm (but not an individual) which (a) is in fact independent, (b) does not have any direct financial interest or any material indirect financial interest in any Member or any Affiliate and (c) is not connected with any Member or any Affiliate as an officer, employee, underwriter, trustee, partner, director or person performing similar functions, and designated by the Holder-Selected Board Member and not objected to by the Trustee, qualified to pass upon questions relating to the financial affairs of facilities of the type or types operated by the Obligated Group and having a favorable reputation for skill and experience in evaluating the financial affairs of such facilities. If, but only if, the conditions necessary to the appointment of an Independent Consultant (as defined in the WPAHS MTI) under the WPAHS MTI have occurred, any Independent Consultant chosen pursuant to this Indenture must be approved by the Requisite Percentage of Holders of Senior Obligations (as defined in the WPAHS MTI).

Initial Holders shall have the meaning ascribed to such term in Section 2.2 hereof.

Interest Period means the period commencing on the date that interest at LIBOR begins to accrue pursuant to the terms hereof, or at the end of the preceding Interest Period, as the case may be, and ending three months thereafter, provided that:

(a) any Interest Period which would otherwise end on a day which is not a Euro-Dollar Business Day shall be extended to the next succeeding Euro-Dollar Business Day unless such Euro-Dollar Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Euro-Dollar Business Day;

(b) any Interest Period which begins on the last Euro-Dollar Business Day in a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (c) below, end on the last Euro-Dollar Business Day in a calendar month; and

(c) any Interest Period which would otherwise end after the Maturity date shall end on the Maturity Date.

Issuer means West Penn Allegheny Health System, Inc., a nonprofit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, or any corporation which is the surviving, resulting or transferee corporation in any merger or transfer of assets permitted under this Indenture.

LIBOR for any Interest Period means the 3-month London Inter-bank Offered Rate available from Bloomberg screen M-Mkt BBAM/Official BBA LIBOR Fixings using the rate in the column marked USD, two Euro-Dollar Business Days before the first day of such Interest Period.

Lockhart Trusts means those private charitable trusts established for the benefit of Allegheny General Hospital by John Marshall Lockhart on November 24, 1922, December 28, 1922 and August 5, 1935, and administered by Mellon Bank, N.A. or the successor thereto, as trustee thereunder.

Market Area shall mean the following counties in Pennsylvania (and any counties into which any such counties may divide after the date of this Indenture): Allegheny County, Westmoreland County, Washington County, Beaver County, Butler County and Armstrong County.

Market Share with respect to any Person at any time, shall mean the share of the hospital or health care service market in the Market Area of such Person and all such Person's Affiliates at such time measured by any of the following criteria: (a) licensed beds, (b) revenues, or (c) admissions; in each case as determined from the records of the Pennsylvania Department of Health or the Pennsylvania Healthcare Cost Containment Council as of the most recent date or for the 12-month period ending on the most recent date for which such information is available.

Master Trustee shall mean Chase Manhattan Trust Company, National Association, as master trustee under the WPAHS MTI.

Master Trust Indenture means the Master Trust Indenture, between Allegheny Health, Education Research Corporation and Pittsburgh National Bank, as trustee, dated as of February 1, 1983, as restated and amended by, *inter alia*, the Restated and Amended Master Trust

Indenture, among Allegheny General Hospital, Allegheny Singer Research Institute, Allegheny Neuropsychiatric Institute, and PNC Bank, as trustee, dated April 7, 1993, as same may be amended and restated from time to time.

Maturity Date means June 30, 2030, unless that date shall have been extended pursuant to Section 3.3 and 12.3 hereof.

Maximum Annual Debt Service for any Fiscal Year means (i) the applicable principal and interest on the New Bond Offering and the Bonds Left Outstanding as shown on the annexed Exhibit C, plus (ii) \$16,250,000, provided, however, that for the purposes of computing Maximum Annual Debt Service, for any Balloon Indebtedness, the computation of Maximum Annual Debt Service shall assume that such Balloon Indebtedness is to be amortized over a period equal to the life of the bonds issued in the New Bond Offering, beginning on the date of maturity of such indebtedness or such earlier date as may be specified by the Obligated Group Representative, assuming level debt service and a rate of interest (determined as of the time of calculation of Maximum Annual Debt Service) equal to the weighted average interest rate of the New Bond Offering.

MBIA means MBIA Insurance Corp.

Member means (i) each of West Penn Allegheny Health System, Inc., The Western Pennsylvania Hospital, Suburban General Hospital, Suburban Health Foundation, The Western Pennsylvania Hospital Foundation, Allegheny General Hospital, Allegheny University Medical Centers, AUMC/Canonsburg, Allegheny-Singer Research Institute, Allegheny Medical Practice Network, West Penn Specialty MSO, Inc., Allegheny Specialty Practice Network, West Penn Corporate Medical Services, Inc., AUMC Canonsburg Ambulance Service, Inc., and Valley Development & Management Corp., (ii) any other person or entity which at any time shall control, be controlled by or be under common control with any one or more entities named in (i) above, (iii) every one of the respective successors and assigns of any person or entity named or referred to in (i) or (ii) above, and (iv) any successor in accordance with the provisions of Sections 10.1 and 10.2 hereof.

Merger Cash Payment shall have the meaning ascribed to such term in Section 10.1 hereof.

Morgan Indebtedness shall mean the obligations of AGH to Morgan Guaranty Trust Company of New York pursuant to the Reimbursement and Security Agreement, dated as of April 1, 1995, and all related documents identified therein (including all principal, interest, fees, reimbursements, expenses and other amounts due thereunder).

Moody's means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

Net Proceeds for purposes of Section 10.1 hereof, shall mean cash or cash equivalent consideration received by any Member less (i) all costs and expenses of sale, (ii) all endowment

or charitable trust funds assumed or transferred as required by law or regulation, (iii) all Senior Debt paid, retired, defeased or assumed in connection with any sale, lease or conveyance described in Section 10.1, and (iv) any reserves or holdbacks required by such sale, lease or conveyance.

New Bond Offering means that certain public offering of approximately \$463,500,000 of Allegheny County Hospital Development Authority Health System Revenue Bonds, Series 2000A and 2000B (West Penn Allegheny Health System), \$75,620,000 of which bonds will be insured by MBIA upon the terms and conditions contained in a policy of insurance.

New Default shall have the meaning ascribed to that term in Section 12.3 hereof.

Obligated Group means all Members.

Obligated Group Representative means the Issuer or such other Member (or Members acting jointly) as may have been designated as such in accordance with the WPAHS MTI pursuant to written notice to the Trustee executed by the Master Trustee of the WPAHS MTI.

Officer's Certificate means a Certificate signed by an Authorized Representative of the Obligated Group Representative.

Opinion of Counsel means a written opinion signed by an attorney or firm of attorneys who may be counsel for the Obligated Group Representative or other counsel reasonably acceptable to the Trustee.

Outstanding (except as otherwise provided in Section 7.8(e)(iv)), when used with reference to Securities, shall mean, subject to the provisions of Section 8.4 and 10.1, as of any particular time, all Securities authenticated and delivered by the Trustee under this Indenture, except

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities, or portions thereof, for the payment or redemption of which moneys in the necessary amount shall have been deposited in trust with the Trustee or with any paying agent (other than the Issuer) or shall have been set aside, segregated and held in trust by the Issuer (if the issuer shall act as its own paying agent), provided that if such Securities are to be redeemed prior to the maturity thereof, notice of such redemption or irrevocable instructions to give notice shall have been given as herein provided, or provision satisfactory to the Trustee shall have been made for giving such notice; and

(iii) Securities in substitution for which other Securities shall have been authenticated and delivered, or which shall have been paid, pursuant to the terms of Section 2.5;

Participation Percentage means 25%, except that (i) if at any time any outstanding debt of the Issuer or any other Member, including the Highmark Obligation, is both (a) rated in a rating

category of "A" or better (or the equivalent) by Moody's, Standard & Poor's or Fitch, and (b) not affected in its rating by the presence of any type of credit enhancement from any sources including MBIA, the foregoing percentage shall increase from 25% to 30% and shall not thereafter be reduced, and (ii) the Annual Payment to the Holders shall be reduced to the extent necessary to achieve the Cash-on-Hand targets provided for in Section 3.10 hereof.

Payment Default means the Issuer's failure to make any Required Payments.

Permitted Capital Expenditures means, for any Fiscal Year, 8% of total operating revenues of the Members for such Fiscal Year.

Person means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

PNC Indebtedness means the obligations of AGH to PNC pursuant to the (i) Letter of Credit Reimbursement and Security Agreement, dated as of February 1, 1988, and (ii) Letter of Credit, Reimbursement and Security Agreement, dated as of January 29, 1993, and all related documents (including all principal, interest, fees, reimbursements, expenses and other amounts due thereunder).

Positive Cash Flow shall mean an Adjusted NOI of greater than \$0.

Principal Amount shall have the meaning ascribed to such term in Section 2.1 hereof.

Record Date when used with respect to any principal payment date (except a date for payment of defaulted principal) means a date (whether or not such date is a Business Day) which is fifteen days before the date of such payment.

Required Payment means any Annual Payment, Decennial Payment, Deferred Annual Payment, Merger Cash Payment or Default Payment required to be made under this Indenture as amended in accordance with the terms hereof, in each case as and when due and without acceleration regardless of whether any Payment Default shall have occurred.

Requisite Majority means 80%.

Responsible Officer means, with respect to the Trustee, the chair and vice chair of the board of directors, the chair of the executive committee of the board of directors, the vice chair of the executive committee of the board of directors, the chair of the trust committee, the president, any vice president, any assistant vice president, the cashier, any assistant cashier, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any trust officer, any assistant trust officer or any other officer of the Trustee customarily performing functions similar to those performed by the persons above-designated or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

Security or Securities (except as otherwise provided in Section 7.8) means the FRRC or FRRCs, as the case may be, authenticated and delivered under Section 2.1 of this Indenture.

Senior Debt means all other debt for borrowed money, however incurred, of the Issuer and the Members, including the Highmark Obligation, the New Bond Offering and the Bonds Left Outstanding.

Standard & Poor's means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Obligated Group Representative.

Triggering Default shall have the meaning ascribed to that term in Section 12.3 hereof.

Trustee means the entity identified as Trustee in the first paragraph hereof and, subject to the provisions of Article VII, shall also include any successor trustee.

Twelve Month Notice Period shall have the meaning ascribed to such term in Section 12.3 hereof.

WPAHS MTI means the Amended and Restated Master Indenture of Trust, dated as of July 1, 2000, between West Penn Allegheny Health System, Inc., The Western Pennsylvania Hospital, Suburban General Hospital, Suburban Health Foundation, The Western Pennsylvania Hospital Foundation, Allegheny General Hospital, Allegheny University Medical Centers, AUMC/Canonsburg, Allegheny-Singer Research Institute, Allegheny Medical Practice Network, West Penn Specialty MSO, Inc., Allegheny Specialty Practice Network, West Penn Corporate Medical Services, Inc., AUMC Canonsburg Ambulance Service, Inc., and Valley Development & Management Corp., as obligors, and Chase Manhattan Trust Company, National Association, as master trustee, as the same may be amended from time to time except as provided to the contrary in Section 12.3 of this Indenture.

Section 1.2 Interpretation. (a) Any reference herein to any officer of a Member shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The singular shall include the plural and vice versa.

(c) Where the character or amount of any asset, liability or item of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purposes hereof or of any agreement, document or certificate executed and delivered in connection with or pursuant to this Indenture, the same shall be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable.

(d) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(e) The words "without limitation" shall in every case be deemed to appear after the word "include," the word "includes" and the word "including."

Section 1.3 References to Indenture. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, used in this Indenture refer to this Indenture as amended or supplemented from time to time in accordance with the provisions hereof.

Section 1.4 Contents of Certificates and Opinions. Every Certificate or opinion provided for herein with respect to compliance with any provision hereof shall include (1) a statement that the Person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and the scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such Person, he or she has made, or caused to be made, such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (4) a statement as to whether, in the opinion of such Person, such provision has been complied with.

Any such Certificate or opinion made or given by an officer of a Member or the Trustee may be based, insofar as it relates to legal, accounting or hospital management matters, upon a Certificate or opinion or representation of counsel, an Accountant or Independent Consultant unless such officer knows, or in the exercise of reasonable care should have known, that the Certificate, opinion or representation with respect to the matters upon which such Certificate or opinion may be based, as aforesaid, is erroneous. Any such Certificate, opinion or representation made or given by counsel, an Accountant, or an Independent Consultant, may be based, insofar as it relates to factual matters (with respect to which information is in the possession of any Member) upon the Certificate or opinion of, or representation by an officer of any Member unless such counsel, Accountant or Independent Consultant knows, or in the exercise or reasonable care should have known, that the Certificate, opinion of or representation by such officer, with respect to the factual matters upon which such Person's Certificate or opinion may be based, as aforesaid, is erroneous. The same officer of any Member or the same counsel or Accountant or Independent Consultant, as the case may be, need not certify as to all the matters required to be certified under any provision hereof, but different officers, counsel, Accountants or Independent Consultants may certify as to different matters, respectively.

## ARTICLE II

### AUTHORIZATION, ISSUANCE, FORM AND ACCEPTANCE OF SECURITIES

Section 2.1 Authorization of Securities. The Issuer, having obtained the approval of each Member executing this Indenture, hereby authorizes the issuance of the Securities in the form of the Security annexed hereto as Exhibit A and subject to the terms, conditions and limitations established herein, in the aggregate principal amount of \$37,084,300.11 (the "Principal Amount"), which amount represents the FRRC Settlement Percentage of the PNC Indebtedness and the Morgan Indebtedness, plus such additional Securities, if any, as may be issued under Section 2.5 hereof. Except as provided in Section 2.5 hereof, no additional Securities shall be issued under this Indenture.

Section 2.2 Acceptance of Securities by the Holders. The Securities initially shall be issued to those Persons whose names and pro rata shares of the principal FRRC amounts are listed in Exhibit B (the "Initial Holders"). The acceptance of the Securities by the Initial Holders, along with the payment by the Issuer to the Initial Holders of the Cash Settlement Percentage of the PNC Indebtedness and the Morgan Indebtedness shall constitute full satisfaction of the PNC Indebtedness and the Morgan Indebtedness and the Initial Holders shall issue the Members a release in the form annexed hereto as Exhibit E.

Section 2.3 Execution and Authentication of Securities. (a) All Securities shall be executed by the Authorized Representative of the Obligated Group Representative. The signature of such officer may be mechanically or photographically reproduced on the Securities. If any officer whose signature appears on any Security ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Each Security shall be manually authenticated by a Responsible Officer of the Trustee, without which authentication no Security shall be entitled to the benefits hereof.

(b) The form of Certificate of Authentication to be printed on each Security and manually executed by a Responsible Officer of the Trustee shall be as follows:

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

The undersigned Trustee hereby certifies that this Security No. \_\_\_\_ is one of the Securities described in the within-mentioned Indenture.

Dated: \_\_\_\_\_

ALLFIRST BANK,  
as Trustee

By \_\_\_\_\_  
Authorized Signatory

Section 2.4 Registration, Transfer and Exchange. The Issuer will keep at each office or agency to be maintained for the purpose as provided in Section 4.6 a register or registers in which, subject to such reasonable regulations as it may prescribe, it will register, and will register the transfer of, Securities as in this Article provided. Such register shall be in written form in the English language or in any other form capable of being converted into such form within a reasonable time. At all reasonable times such register or registers shall be open for inspection by the Trustee.

Subject to the provisions of Section 3.13 hereof, upon due presentation for registration of transfer of any Security at each such office or agency, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Security or Securities in authorized denominations for a like aggregate principal amount.

Any Security or Securities may be exchanged for a Security or Securities in other authorized denominations, in an equal aggregate principal amount. Securities to be exchanged shall be surrendered at each office or agency to be maintained by the Issuer for the purpose as

provided in Section 4.6, and the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor the Security or Securities which the Holder making the exchange shall be entitled to receive, bearing numbers not contemporaneously outstanding.

All Securities presented for registration of transfer, exchange, redemption or payment shall (if so required by the Issuer or the Trustee) be duly endorsed by, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee duly executed by, the Holder or his attorney duly authorized in writing.

The Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of Securities. No service charge shall be made for any such transaction.

The Issuer shall not be required to exchange or register a transfer of any Securities called or being called for redemption.

All Securities issued upon any transfer or exchange of Securities shall be valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such transfer or exchange.

Section 2.5 Mutilated, Defaced, Destroyed, Lost and Stolen Securities. In case any temporary or definitive Security shall become mutilated, defaced or be apparently destroyed, lost or stolen, the Issuer in its discretion may execute, and upon the written request of an Authorized Representative of the Issuer, the Trustee shall authenticate and deliver, a new Security, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Security, or in lieu of and substitution for the Security so apparently destroyed, lost or stolen. In every case the applicant for a substitute Security shall furnish to the Issuer and to the Trustee and any agent of the Issuer or the Trustee such security or indemnity as may be required by them to indemnify and defend and to save each of them harmless and, in every case of destruction, loss or theft evidence to their satisfaction of the apparent destruction, loss or theft of such Security and of the ownership thereof.

Upon the issuance of any substitute Security, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith. In case any Security which has matured or is about to mature or has been called for redemption, shall become mutilated or defaced or be apparently destroyed, lost or stolen, the Issuer may, instead of issuing a substitute Security, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated or defaced Security), if the applicant for such payment shall furnish to the Issuer and to the Trustee and any agent of the Issuer or the Trustee such security or indemnity as any of them may require to save each of them harmless from all risks, however remote, and, in every case of apparent destruction, loss or theft, the applicant shall also furnish to the Issuer and the Trustee and any agent of the Issuer or the Trustee evidence to their satisfaction of the apparent destruction, loss or theft of such Security and of the ownership thereof.

Every substitute Security issued pursuant to the provisions of this Section by virtue of the fact that any Security is apparently destroyed, lost or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the apparently destroyed, lost or stolen Security shall be at any time enforceable by anyone and shall be entitled to all the benefits of (but shall be subject to all the limitations of rights set forth in) this Indenture equally and proportionately with any and all other Securities duly authenticated and delivered hereunder. All Securities shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, defaced, or apparently destroyed, lost or stolen Securities and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.6 Cancellation of Securities; Destruction Thereof. All Securities surrendered for payment, redemption, registration of transfer or exchange, if surrendered to the Issuer or any agent of the Issuer or the Trustee, shall be delivered to the Trustee for cancellation or, if surrendered to the Trustee, shall be cancelled by it; and no Securities shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Trustee shall destroy cancelled Securities held by it and deliver a certificate of destruction to the Issuer. If the Issuer shall acquire any of the Securities, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless and until the same are delivered to the Trustee for cancellation.

Section 2.7 Temporary Securities. Pending the preparation of definitive Securities, the Issuer may execute and the Trustee shall authenticate and deliver temporary Securities (printed, lithographed, typewritten or otherwise reproduced, in each case in form satisfactory to the Trustee). Temporary Securities shall be issuable as registered Securities without coupons, of any authorized denomination, and substantially in the form of the definitive Securities but with such omissions, insertions and variations as may be appropriate for temporary Securities, all as may be determined by the Issuer with the concurrence of the Trustee. Temporary Securities may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Security shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Securities. Without unreasonable delay the Issuer shall execute and shall furnish definitive Securities and thereupon temporary Securities may be surrendered in exchange therefor without charge by the Issuer, and the Trustee shall authenticate and deliver in exchange for such temporary Securities a like aggregate maximum principal amount of definitive Securities of authorized denominations. Until so exchanged, the temporary Securities shall be entitled to the same benefits under this Indenture as definitive Securities.

### ARTICLE III.

#### THE FLOATING RATE RESTRUCTURING CERTIFICATES

Section 3.1 Interest. Interest shall not accrue nor shall it be payable on the principal amount of the Securities until the Fiscal Year beginning on July 1, 2003. On and after July 1, 2003, except as provided in Sections 3.5 and 3.6 hereof, interest shall accrue compounded

annually, and, subject to the subordination provisions in Article XII hereof, be payable annually on unpaid principal and accrued but unpaid interest as part of the Annual Payments at a floating LIBOR rate plus 0.25% per annum. Total interest paid or accrued under the Securities shall never exceed an aggregate amount equal to the initial principal balance of the Securities.

Section 3.2 Maturity and Forgiveness. Except as provided in Section 3.3, the Securities shall mature on the Maturity Date, subject to there being a cash payment, if any, due 150 days after the end of the Fiscal Year ended on the Maturity Date.

If by the Annual Payment Date that follows the Maturity Date, the Issuer shall have paid to the Holders all amounts due in respect of all periods ending on or prior to the Maturity Date, any remaining amounts then payable on the Securities shall be automatically forgiven except (i) if there is a dispute as to any amount due for such a period and the dispute has not been resolved, the balance shall nevertheless be so forgiven, but only if the matter shall have been submitted to arbitration as provided in Section 6.6 hereof and the Issuer shall have irrevocably committed in writing to pay in full the amount determined in such arbitration to be due upon completion of the dispute resolution process, or (ii) if any other unpaid amount is not paid or if the commitment referred to in (i) above is not honored, then the remaining amounts due shall not be forgiven.

Section 3.3 Extension of Maturity Date. If any Member in any Fiscal Year shall (a) borrow any money, (b) issue, assume or guarantee any debt, or (c) issue, assume or guarantee any bonds, notes or debentures (whether or not certificated), and after giving effect thereto, if mandatory requirements for payments of principal and interest on all of such borrowings, debt, bonds, notes or debentures plus all other mandatory payments of principal and interest on all other liabilities of the Members for debt for borrowed money would exceed Maximum Annual Debt Service for such Fiscal Year, then, if but only if, on the date of such issuance, assumption or guarantee less than 75% of the then-outstanding principal balance of the Securities shall have been paid, the Maturity Date of all then-outstanding Securities shall be extended for an additional five (5) years. If any of such borrowings, debt, bonds, notes or debentures then bears interest payable at a floating rate, the floating rate then in effect shall be deemed to be the future, for-all-time rate of interest on such debt for purposes of calculations made hereunder. In addition to the foregoing, the Maturity Date on all then-outstanding Securities shall be extended as provided in Section 12.3 hereof.

Section 3.4 Annual Payments. So long as any Securities are Outstanding and subject to the Cash-on-Hand provisions in Section 3.10 hereof and the subordination provisions of Article XII hereof, on the Annual Payment Date, the Members jointly and severally agree to pay to the Holders shown on the registration book for the Securities on the pertinent Record Date, the Participation Percentage of Adjusted NOI for the preceding Fiscal Year until the Securities are paid in full, deemed paid in full, or until the Maturity Date, whichever occurs first. No Annual Payments shall accrue or be due under the Securities until the Fiscal Year beginning July 1, 2003.

Section 3.5 Decennial Payments. If any amount calculated and reported pursuant to Section 5.1(b)(ii) for any Fiscal Year is greater than payments calculated under Section 5.1(b)(i) for such Fiscal Year then, subject to the subordination provisions of Article XII hereof, the Issuer and each Member shall be obligated to pay an amount equal to the difference between the

amounts calculated in Section 5.1(b)(ii) and Section 5.1(b)(i) ("Decennial Payments") with interest as provided below. Any Decennial Payment (other than such interest, which shall not be deemed to be interest accruing on or payable on the Securities for any purpose (other than for the subordination provisions in Article XII hereof), including without limitation limits on total interest accrued or payable on the Securities) shall be applied to payment of the Securities pursuant to the terms thereof.

Any Decennial Payment, determined to be due and payable according to the provisions of this Section 3.5, shall be paid by the Issuer on the Decennial Payment Date to the Holders shown, on the pertinent Record Date, on the registration book for the Securities, maintained in accordance with Section 2.4 hereof.

If any Decennial Payment shall be determined to be due to the Holders, the year or years' financial results causing or creating the necessity for each such payment shall be identified and interest on the Decennial Payment due on account of each such year shall be calculated at the federal five-year treasury rate plus one percent per annum ("Deferral Rate of Interest") as at June 30 of such year and interest at that rate, compounded annually, shall be calculated from June 30 of such year to the Decennial Payment Date.

Section 3.6 Deferred Annual Payments. If there shall be any Annual Payment that is determined to be due and owing in accordance with the provisions of Section 3.4 hereof, but is capped at the total and maximum amount of \$2.5 million because of the Cap provided for in Section 12.3 hereof, then, subject to Article XII hereof, such Annual Payment in excess of the Cap (the "Deferred Annual Payment") will be made on the next-following Decennial Payment Date with interest at the Deferral Rate of Interest, compounded annually, as of the Annual Payment date on which such Deferred Annual Payment would have been made, provided, however, that other than an Annual Payment capped at the total and maximum amount of \$2.5 million, no such Deferred Annual Payment may be made if the Cap is still then in effect or if the Trustee hereunder has been notified by the Master Trustee that any Event of Default or Event of Subordination (as defined in the WPAHS MTI) exists or has been declared. The Deferred Annual Payments may be prepaid by the Issuer at any time, provided, further, however, that repayment of Deferred Annual Payments shall not reduce or offset any Annual Payment determined to be due and owing in any subsequent year. Any interest due on the Deferred Annual Payment shall not be part of the Cap amount, but shall be in addition thereto.

The notice which may be provided under this Section 3.6 by the Master Trustee to the Trustee hereunder, and any other similar notices provided under this Indenture shall be deemed conclusive on the Trustee and the Trustee shall be entitled to rely on such notices in taking action under this Indenture.

Section 3.7 Application of Payments: Annual Payments, Decennial Payments and Deferred Annual Payments shall be applied *first*, to unpaid interest and, *second*, to unpaid principal.

Section 3.8 Unsecured Obligations. The Securities are unsecured obligations of the Issuer and the Members, subordinated in accordance with Article XII hereof.

Section 3.9 Joint and Several Obligation. The Securities are joint and several obligations of the Issuer and the other Members.

Section 3.10 Cash-on-Hand Targets. Subject to the Special Increase provided for in Section 3.11 hereof, the Issuer and other Members jointly will be permitted to achieve Cash-on-Hand targets as follows: 75 days' Cash-on-Hand by the end of the Fiscal Year beginning July 1, 2003, rising, thereafter, by five days Cash-on-Hand per year until Issuer and Members jointly achieve 105 days' Cash-on-Hand (the "Cash-on-Hand Target").

Days Cash-on-Hand shall be computed, except when the Special Increase described below is permitted, on a consolidated basis, as of the last day of the fiscal year of the Issuer and the Members, and shall be the sum of their cash and cash equivalents multiplied by 365 and divided by (I) total operating expenses (inclusive of interest expense) less (II) depreciation and amortization. To achieve these targets, payments on the Securities shall be treated as follows. There shall be notionally allocated to payment on the Securities an amount equal to 25% (or 30% if then required) of Adjusted NOI for such period. After such notional allocation (with the notional allocation to the Securities being treated as a pro forma reduction in the Issuer's and Members' consolidated cash and cash equivalents) the number of days Cash-on-Hand on the books of the Issuer and Members as at the end of such Fiscal Year shall be calculated. If the then-specified Cash-on-Hand Target is achieved then the Securities will be entitled to payment of the full 25% (or 30%, if so required) of Adjusted NOI. However, if the result of such calculation is an amount of Cash-on-Hand less than the Cash-on-Hand Target, then the payment to the Securities shall be reduced to the amount necessary so that, after giving effect to such reduction and a concomitant increase in the Members' cash and cash equivalents, days Cash-on-Hand equals such target, and the amount of Adjusted NOI paid on the Securities shall be equal to such reduced amount.

Section 3.11 Special Increase. If actual payments of principal and interest on the Highmark Obligation for any Fiscal Year shall have been less than those set forth on Exhibit D for such Fiscal Year, then the minimum requirement for the Cash-on-Hand Target at the end of such Fiscal Year shall be automatically adjusted to equal the number of days Cash-on-Hand then called for plus the amount of principal on the Highmark Obligation required to be paid (as shown on Exhibit D) which was, for such Fiscal Year and all prior Fiscal Years, not paid prior to the end of such Fiscal Year.

Section 3.12 Special Computation. In any Fiscal Year in which the Special Increase provided for in Section 3.11 hereof is in effect, there shall be added to EBITDA all cash disbursements and accruals subtracted from revenues in such year to compute net income which were not for such Fiscal Year: (a) actual cash-disbursed operating expenses, (b) interest on any liabilities, (c) principal payments on debt for borrowed money, (d) repurchases of instruments evidencing debt for borrowed money and (e) capital expenditures.

Section 3.13 Restrictions on Transfer. The Holders shall not sell, transfer, assign, convey, pledge or otherwise dispose of any interest in the Securities in denominations of less than \$100,000, nor shall the Holders sell, transfer, assign, convey or pledge any interest in the Securities in whole or in part, to any Person if that Person, or any Affiliate of such Person (either

individually or collectively), has, at the time of such transfer, greater than 15% Market Share in the Market Area.

Section 3.14 Regulation of Repurchase of Securities. No Member shall at any time, directly or indirectly, acquire or attempt to acquire any Security or any participation or other interest therein (including by means of any "derivative") except pursuant to fair written procedures and written notices to the Holders which describe the proposed transaction in all material particulars and which are designed to give each Holder the opportunity for a reasonable time (not less than 30 Business Days) to participate in such transaction on the same terms and conditions as the proposed transaction with the understanding that if as a result of such procedures there is an oversubscription, such transaction shall be performed as to all Holders wishing to engage therein on a pro rata basis.

#### ARTICLE IV.

##### PARTICULAR COVENANTS OF THE ISSUER AND EACH OTHER MEMBER

Section 4.1 Payment of Required Payments. Each Member jointly and severally covenants and agrees (a) to pay or cause to be paid promptly all Required Payments at the place, on the dates and in the manner provided herein; and (b) that each Member of the Obligated Group shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture.

Each payment of principal of the Securities may be paid by mailing checks for such payment payable to or upon the written order of the Holders entitled thereto as they shall appear on the registry books of the Issuer.

The joint and several obligation of each Member with respect to Required Payments shall not be abrogated, prejudiced or affected by:

(a) The granting of any extension, waiver or other concession given to any Member by the Trustee or any Holder or by any compromise, release, abandonment, variation, relinquishment or renewal of any of the rights of the Trustee or any Holder or anything done or omitted or neglected to be done by the Trustee or any Holder in exercise of the authority, power and discretion vested in them by this Indenture, or by any other dealing or thing which, but for this provision, might operate to abrogate, prejudice or affect such obligation;

(b) The liability of any Member under this Indenture ceasing for any cause whatsoever, including the release of any other Member pursuant to the provisions of this Indenture; or

(c) Any Member's becoming incompetent or otherwise failing to become liable as, or losing eligibility to become a Member with respect to the Security.

Section 4.2 Reserved.

Section 4.3 No Transactions Adversely Affecting Holders. Except for payments of operating expenses and other payments in the ordinary course of business, so long as any one or more of the Securities are Outstanding neither the Issuer nor any Member will engage in any transaction or take or omit to take any action the principal purpose or intended effect of which would adversely affect the rights of any Holder to receive Required Payments, including without limitation the transfers of assets of the Issuer or any Member to any other entity which is not either an Affiliate or a Member with such principal purpose or intended effect. The foregoing limitation shall under no circumstances prohibit or interfere with transactions between or among entities which at the time are Members or Affiliates or transactions without the principal purpose or intended effect of restricting Required Payments. Nothing contained herein shall preclude any amendment of the WPAHS MTI unless such amendment expressly prohibits or restricts (relative to the restrictions in effect on the date of execution hereof) the making of Required Payments hereunder.

Section 4.4 Refinancings of Senior Debt. The Issuer may, on one or more occasions, refinance the New Bond Offering, the Bonds Left Outstanding and/or the Highmark Obligation. The Issuer will use commercially reasonable efforts to maximize the weighted average life to maturity of any and all full and/or partial refinancings of the New Bond Offering, the Bonds Left Outstanding and/or the Highmark Obligation so refinanced. Any and all full and/or partial refinancings of the New Bond Offering, the Bonds Left Outstanding and/or the Highmark Obligation with a remaining weighted average life to maturity which is the same as or greater than the remaining weighted average life to maturity of the New Bond Offering, the Bonds Left Outstanding and/or the Highmark Obligation, respectively, shall be deemed to satisfy this Section 4.4. Any portion of the New Bond Offering, the Bonds Left Outstanding or the Highmark Obligation, or any refinancings thereof as otherwise permitted by this Section, which constitutes Balloon Indebtedness shall be permitted to be refinanced in whole or in part as aforesaid, subject to the additional requirement that the Maximum Annual Debt Service on the indebtedness being refinanced shall not be increased, as evidenced by an Officer's Certificate delivered to the Trustee, by reason of such refinancing. Except for the Maximum Annual Debt Service limitation upon refinancing Balloon Indebtedness in the immediately preceding sentence, nothing contained herein shall apply to, or is intended in any way to restrict, prepayments, optional redemption, current refundings or advance refundings of any Senior Debt.

Section 4.5 Test Calculation. No later than 150 days after the end of the Fiscal Year beginning July 1, 2002, the Issuer will provide the Trustee with a "dry run" or test calculation of the Annual Payment calculated pursuant to Section 3.4 hereof for the Fiscal Year beginning July 1, 2002. The Issuer shall not incur any obligation to Holders or be required to make any payment to Holders as a result of this test calculation.

Section 4.6 Offices for Payments, etc. So long as any of the Securities remain outstanding, the Issuer will maintain in Allegheny County or Dauphin County, Commonwealth of Pennsylvania, the following: (a) an office or agency where the Securities may be presented for payment, (b) an office or agency where the Securities may be presented for registration of transfer and for exchange as in this Indenture provided and (c) an office or agency where notices and demands to or upon the Issuer in respect of the Securities or of this Indenture may be served. The Issuer will give to the Trustee written notice of the location of any such office or agency and of any change of location thereof. The Issuer hereby initially designates the Corporate Trust

Office of the Trustee in Dauphin County, Pennsylvania, as the office or agency for each such purpose. In case the Issuer fails to maintain any such office or agency or shall fail to give such notice of the location (and any change in the location thereof), presentations and demands may be made and notices may be served at the Corporate Trust Office.

Section 4.7 Appointment to Fill a Vacancy in Office of Trustee. The Issuer, whenever necessary to avoid or fill a vacancy for Trustee hereunder, will appoint, in the manner provided in Section 7.10, a Trustee, so that there shall at all times be a Trustee hereunder.

Section 4.8 Paying Agents. The Issuer reserves the right to appoint a Paying Agent other than the Trustee to make payments on the Securities. Whenever the Issuer shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section,

(a) that it will hold all sums received by it as such agent for the payment of the principal of the Securities (whether such sums have been paid to it by the Issuer or by any other obligor on the Securities) in trust for the benefit of the Holders of the Securities, and

(b) that it will give the Trustee notice of any failure by the Issuer (or by any other obligor on the Securities) to make any payment of the principal of the Securities when the same shall be due and payable.

The Issuer will, on each due date of the principal of the Securities, deposit with the paying agent a sum sufficient to pay such principal, and (unless such paying agent is the Trustee) the Issuer will promptly notify the Trustee of any failure to take such action.

If the Issuer shall act as its own paying agent, it will, on or before each due date of the principal of the Securities, segregate and hold in trust for the benefit of the Holders a sum sufficient to pay such principal so becoming due. The Issuer will promptly notify the Trustee of any failure to take such action.

Anything in this Section to the contrary notwithstanding, the Issuer may at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by the Issuer or any paying agent hereunder, as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

Anything in this Section to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section are subject to the provisions of Sections 11.3 and 11.4.

Section 4.9 New Members. Each Member jointly and severally covenants and agrees that each Person which is not a Member on the date of execution and delivery hereof which subsequently becomes a Member will, not more than 90 days after becoming a Member, execute and deliver to the Trustee a supplemental indenture pursuant to Section 9.1 which confirms such new Member's status as a Member and in which such new Member accepts and agrees to perform all the duties of a Member hereunder.

ARTICLE V.

REPORTS BY THE ISSUER AND THE TRUSTEE

Section 5.1 Reports by the Issuer. (a) Annual Reports. Except as provided in Section 5.1(a)(iii) and (iv) within 150 days after the end of each Fiscal Year, Issuer shall provide the Trustee and each Holder with,

(i) Certificates signed by two Authorized Representatives (one of whom shall be the chief financial officer) declaring that they (or competent persons reporting to them) have personally reviewed all the covenants and responsibilities of Issuer relating to the Securities and either stating that there was full compliance with all such requirements during such Fiscal Year or, if there was not, describing with reasonable particularity those areas where there was not full compliance, what Issuer has done and intends to do with respect thereto whether or not such noncompliance was a default under the Securities;

(ii) any and all financial statements, reports and other information, as and when due by the Obligated Group (as defined in the WPAHS MTI) as provided in Section 3.10 of the WPAHS MTI;

(iii) for Fiscal Years ending June 30, 2002 and thereafter, computations of Adjusted NOI for such Fiscal Year including one or more exhibits or schedules showing how the foregoing was computed. Such computations shall be declared in writing to be correctly computed both by a senior financial officer of Issuer and by the auditors who audited such financial statements; and

(iv) for Fiscal Years ending June 30, 2001 and thereafter, (A) a statement of total revenue, and (B) a computation of EBITDA for such Fiscal Year, including an exhibit or schedule showing how the foregoing were computed and a statement whether or not the Members were in compliance with Section 6.4(a) of this Indenture, if applicable, for the period ending at the end of such Fiscal Year. Such computations shall be declared in writing to be correctly computed both by a senior financial officer of Issuer and by the auditors who audited such financial statements.

(b) Decennial Reports. Within 150 days after the end of each Decennial Measuring Period, the Issuer will prepare and deliver to the Trustee and each Holder a schedule ("Decennial Report") for the preceding ten-year period showing a comparison of (i) actual payments made on the Securities for each year in such ten-year period, and (ii) what the payments on the Securities would have been for each year if Cash-on-Hand had been calculated on the assumption that capital expenditures for such year had been made at a constant eight-percent (8%) of revenues for each such year. The Decennial Report shall include a calculation of interest, if any, payable pursuant to Section 3.5 hereof.

Section 5.2 Reports by the Trustee. (a) On or before August 15 in each year commencing in the year 2001, so long as any Securities are Outstanding hereunder, the Trustee shall transmit by mail as provided below to the Holders, as hereinafter in this Section provided, a

brief report dated as of a date convenient to the Trustee no more than 60 nor less than 45 days prior thereto with respect to:

(i) its eligibility under Section 7.9 and its qualification under Section 7.8, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such Sections, a written statement to such effect;

(ii) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) which remain unpaid on the date of such report and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Securities, on any property or funds held or collected by it as Trustee, except that the Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than 1/2 of 1% of the principal amount of the Securities outstanding on the date of such report;

(iii) the amount, interest rate, and maturity date of all other indebtedness owing by the Issuer (or by any other obligor on the Securities) to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 7.13(b)(2), (3), (4) or (6);

(iv) the property and funds, if any, physically in the possession of the Trustee (as such) on the date of such report;

(b) The Trustee shall transmit to the Holders, as provided in Subsection (d) of this Section, a brief report with respect to the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee as such since the date of the last report transmitted pursuant to the provisions of Subsection (a) of this Section (or if no such report has yet been so transmitted, since the date of this Indenture) for the reimbursement of which it claims or may claim a lien or charge prior to that of the Securities on property or funds held or collected by it as Trustee and which it has not previously reported pursuant to this Subsection (b), except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of Securities outstanding at such time, such report to be transmitted within 90 days after such time.

(c) On or before any date on which principal of the Securities is paid, the Trustee shall transmit to the Holders a copy of the computation of Annual Payments and/or Decennial Payments in respect of which such payment is being made which the Issuer has transmitted to it pursuant to Section 5.1 together with notice of the availability for inspection at the Corporate Trust Office by any Holder of the annual reports or other information, documents and reports filed with the Trustee pursuant to Section 5.1.

(d) Reports pursuant to this Section shall be transmitted by mail to all Holders of Securities, as the names and addresses of such Holders appear upon the registry books of the Issuer.

(e) A copy of each such report shall, at the time of such transmission to Holders, be furnished to the Issuer.

(f) The Trustee shall have no duty or liability with respect to any information furnished to it by or on behalf of the Issuer or Members to investigate or verify the same.

## ARTICLE VI.

### REMEDIES OF THE TRUSTEE AND HOLDERS

Section 6.1 Reporting Disputes. Within twenty (20) Business Days after actual receipt of the Issuer's report provided in accordance with Section 5.1(a) hereof, any Holder may object to the calculations contained therein by written notice to the Trustee and the Issuer. If any such objection is received, the Issuer and the objecting Holder will attempt in good faith to resolve all specific objections. If any objection cannot be resolved within sixty (60) calendar days of the objecting Holders' initial written notice to the Trustee, such dispute shall conclusively be resolved by a neutral arbitrator in accordance with the provisions of Section 6.6 hereof.

Section 6.2 Payment Defaults. Subject to the provisions of Section 6.6 and Article XII hereof, any Payment Default will entitle the Trustee or any Holder to pursue any and all remedies at law or in equity to recover any Required Payments due and unpaid, provided, however, that no execution or legal process shall be levied on any assets of any of the Members except for the Gross Revenue Fund (as defined in the WPAHS MTI). However, if the Trustee or such Holder successfully pursues legal remedies for Payment Defaults more than once (including through arbitration as provided in Section 6.6 hereof), immediately upon the entry of a final non-appealable judgment, order or arbitral award in the second such action, declaring amounts due and payable, the Issuer will pay to the Holders, as an additional payment (the "Default Payment"), six-percent (6%) of the then-outstanding balance of principal and interest due on the Securities in addition to the amount of such Payment Default and no portion of such six-percent (6%) amount shall be applied in reduction of interest or principal on the Securities and shall be subject to the payment restraint provisions for Senior Debt provided for in Article XII hereof. Except as provided in Section 6.3 hereof, in no event shall the Trustee or the Holders be entitled to accelerate the principal amount of the Securities.

Section 6.3 Bankruptcy, Receivership, Dissolution. Upon bankruptcy reorganization or liquidation, receivership, dissolution or winding up of (a) the Issuer and each of its Members as a group, (b) Allegheny General Hospital, (c) The Western Pennsylvania Hospital, or (d) Forbes Health System, AUMC-Canonsburg, Suburban General Hospital, and Allegheny Valley Hospital as a group, the Securities shall become immediately due and payable, except that the subordination provisions of Article XII hereof shall apply and the Holders are subordinated to the rights of the holders of Senior Debt as to payment rights and remedies.

Section 6.4 EBITDA Target and Remedy. (a) In connection with the calculation of Adjusted NOI, EBITDA shall for each Fiscal Year, starting with the Fiscal Year beginning on July 1, 2003, never be less than 10% of total revenue for such year, as shown on the audited statement of income.

(b) If the EBITDA amount provided for in subsection (a) shall not be achieved in fact for any two (2) consecutive years beginning in the Fiscal Year beginning July 1, 2003, then, by a vote of the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding, the Holders will be entitled to elect one member to the Governing Body of the Issuer (the "Holder-Selected Board Member"), and either, at the election of such Holder-Selected Board Member, (i) to cause the Issuer to hire an Independent Consultant or (ii) to give such Holder-Selected Board Member and all Holders complete copies of and access to information provided to all Independent Consultants engaged by the Issuer or any Member during the preceding one year period.

Section 6.5 Trustee to Represent Holders. The Trustee is hereby irrevocably empowered (and the successive respective Holders of the Securities, by taking and holding the same, shall be conclusively deemed to have so empowered the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Securities for the purpose, upon written request of the Requisite Majority of unpaid principal amount of the Securities, of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Securities, this Indenture and applicable provisions of any other law. Upon the occurrence and continuance of any occasion giving rise to an empowerment to the Trustee to represent the Holders, the Trustee, upon the written direction of the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Holders by such appropriate action or proceedings as it shall deem most effectual to protect and enforce any such right, in the manner prescribed in this Indenture for the enforcement of such right, subject to Section 6.6 hereof. All rights of action under this Indenture or the Securities or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Holders of such Securities, subject to the provisions of this Indenture. The grant of the power of attorney under this Section 6.5 shall be deemed to be coupled with an interest.

Section 6.6 Arbitration. The parties to this Indenture and the Holders agree that any dispute arising under this Indenture with respect to any calculation of Adjusted NOI or EBITDA or both, shall be resolved through arbitration by a neutral arbitrator who shall be associated with a firm of nationally recognized independent public accountants having no recent material connection to Issuer or any Member, the Trustee, or any Holder. The process of such arbitration shall be governed by the American Arbitration Association Rules, and, in accordance with Section 13.8 hereof, New York law shall apply, except as set forth in Section 13.8 hereof.

If the Issuer, any Member, the Trustee or any Holder fails to comply with the above arbitration provisions by refusing to submit to arbitration, then the non-breaching party may seek specific performance of the agreement to arbitrate from a state or federal court in New York City, to whose jurisdiction and service of process by mail the Issuer, the Members, the Trustee and the Holders, will consent. Each party consents in advance to the award of the equitable remedy of specific performance by such court and irrevocably waives any right of appeal from such decree. In no event shall the arbitration provisions of this Section 6.6 be used to dispute the subordination provisions of Article XII hereof.

Section 6.7 Application of Proceeds. Any moneys collected by the Trustee pursuant to this Article shall, subject to Section 6.2, be applied in the following order at the date or dates fixed by the Trustee and, in case of the distribution of such moneys on account of principal, upon presentation of the several Securities and stamping (or otherwise noting) thereon the payment, or issuing Securities in reduced principal amounts in exchange for the presented Securities if any partially paid, or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses, including compensation to the Trustee and each predecessor Trustee and their respective agents and attorneys and of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee;

SECOND: To the payment of any interest then eligible or entitled to be paid without preference or priority of any Security over any other Security, ratably to the aggregate of such principal;

THIRD: To the payment of the principal amount then owed on the Securities, without preference or priority of any Security over any other Security, ratably to the aggregate of such principal; and

FOURTH: To the payment of the remainder, if any, to the Issuer or any other person lawfully entitled thereto.

Section 6.8 Reserved

Section 6.9 Powers and Remedies Cumulative; Delay or Omission Not Waiver of Payment Default. Except as provided in Section 2.5, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Payment Default as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Payment Default or an acquiescence therein; and every power and remedy given by this Indenture or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

Section 6.10 Control by Holders. The Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee by this Indenture; provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture and provided further that the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, shall determine that the action or proceeding so directed may not

lawfully be taken or if the Trustee in good faith by its board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or if the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction shall be unduly prejudicial to the interests of Holders not joining in the giving of said direction, it being understood that the Trustee shall have no duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders.

Nothing in this Indenture shall impair the right of the Trustee in its discretion to take any action deemed proper by the Trustee and which is not inconsistent with such direction by Holders.

Section 6.11 Trustee to Give Notice of Payment Default. The Trustee shall transmit to the Holders, as the names and addresses of such holders appear on the registry books, notice by mail of all Payment Defaults known to the Trustee, such notice to be transmitted within 30 days after the occurrence thereof, unless such Payment Defaults shall have been cured before the giving of such notice.

Section 6.12 Reserved.

## ARTICLE VII.

### THE TRUSTEE

Section 7.1 Duties and Responsibilities of the Trustee; During Payment Default; Prior to Payment Default. The Trustee, prior to the occurrence of a Payment Default and after the curing of all Payment Defaults which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case a Payment Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that

(a) prior to the occurrence of a Payment Default and after the curing of all such Payment Defaults which may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any statements, certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such statements, certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or adequate indemnity against such liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 7.2 Certain Rights of the Trustee. Subject to Section 7.1:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, note, coupon, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request, direction, order or demand of the Issuer mentioned in this Indenture shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Governing Body may be evidenced to the Trustee by a copy thereof certified by the secretary or an assistant secretary of the Issuer;

(c) the Trustee may consult with counsel and any advice or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder in good faith and in accordance with such advice or opinion of Counsel and may pay reasonable expenses to such counsel in connection with the trusts created hereby;

(d) the Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Indenture at the request, order or direction of any of the Holders

pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby;

(e) the Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion, rights or powers conferred upon it by this Indenture;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security, or other paper or document unless requested in writing so to do by the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding; provided that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity against such expenses or liabilities as a condition to proceeding; the expenses of every such examination shall be paid by the Issuer or, if paid by the Trustee or any predecessor trustee, shall be repaid by the Issuer upon demand; and

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys not regularly in its employ and the Trustee shall not be responsible for any misconduct or negligence on the part of any such agent or attorney appointed with due care by it hereunder.

Section 7.3 Trustee Not Responsible for Recitals, Disposition of Securities or Application of Proceeds Thereof. The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the validity or sufficiency of this Indenture or of the Securities, except that the Trustee represents to the Issuer, the Members and the Holders from time to time of the Securities that this Indenture has been duly and validly executed and delivered by the Trustee and that the performance of the Trustee's obligations hereunder are within its corporate trust powers.

Section 7.4 Trustee and Agents May Hold Securities; Collections, etc. The Trustee or any agent of the Issuer or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not the Trustee or such agent and, subject to Sections 7.8 and 7.13, if operative, may otherwise deal with the Issuer and receive, collect, hold and retain collections from the Issuer with the same rights it would have if it were not the Trustee or such agent.

Section 7.5 Moneys Held by Trustee. Subject to the provisions of Section 11.4 hereof, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but may be carried by the Trustee on deposit with itself and need not be segregated from other funds except to the extent required by mandatory

provisions of law. Neither the Trustee nor any agent of the Issuer or the Trustee shall be under any liability for interest on any moneys received by it hereunder.

Section 7.6 Compensation and Indemnification of Trustee and Its Prior Claim. The Issuer covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) for all services rendered in the execution of the trusts hereby created and the Issuer covenants and agrees to pay or reimburse the Trustee and each predecessor Trustee upon its request for all expenses, disbursements and advances incurred or made by or on behalf of it in accordance with any of the provisions of this Indenture (including the compensation and the expenses and disbursements of its counsel and of all agents and other persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its gross negligence or bad faith. The Issuer also covenants to indemnify the Trustee and each predecessor Trustee for, and to hold it harmless against, any loss, liability or expense incurred, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder and its duties hereunder, including the costs and expenses of defending itself against or investigating any claim of liability in the premises. The obligations of the Issuer under this Section to compensate and indemnify the Trustee and each predecessor Trustee and to pay or reimburse the Trustee and each predecessor Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture. Such additional indebtedness shall be a senior claim to that of the Securities upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular Securities, and the Securities are hereby subordinated to such senior claim.

Section 7.7 Right of Trustee to Rely on Officers' Certificate, etc. Subject to Section 7.1, whenever in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof.

Section 7.8 Reserved.

Section 7.9 Persons Eligible for Appointment as Trustee. The Trustee hereunder shall at all times be a corporation organized and doing business under the laws of the United States of America or of any State or the District of Columbia having a combined capital and surplus of at least \$100,000,000, and which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by Federal, State or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 7.10.

Section 7.10 Resignation and Removal; Appointment of Successor Trustee. (a) The Trustee may at any time resign by giving written notice of resignation to the Issuer and by mailing notice thereof by first-class mail at the expense of the Issuer to Holders of Securities at their last addresses as they shall appear on the Security register. Any failure to mail such notice to any one or more Holders, or any defect therein, shall not, however, in any way impair or affect the validity of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor trustee by written instrument in duplicate, executed by authority of the Governing Body, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 60 days after the mailing of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide holder of a Security or Securities for at least six months may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall cease to be eligible in accordance with the provisions of Section 7.9 and shall fail to resign after written request therefor by the Issuer or by any such Holder; or

(ii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver or liquidator of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, the Issuer may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Governing Body of the Issuer, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee or any Holder who has been a bona fide holder of a Security or Securities for at least six months may on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding may at any time remove the Trustee and appoint a successor trustee by delivering to the Trustee so removed, to the successor trustee so appointed and to the Issuer the evidence provided for in Section 8.1 of the action in that regard taken by the Holders and a release of the Trustee from liability against actions taken by the successor trustee in form and substance satisfactory to the Trustee.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 7.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 7.11.

Section 7.11 Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 7.10 shall execute and deliver to the Issuer and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Issuer or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall, subject to Section 11.4, pay over to the successor trustee all moneys at the time held by it hereunder and shall execute and deliver an instrument transferring to such successor trustee all such rights, powers, duties and obligations. Upon request of any such successor trustee, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a prior claim upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 7.6.

No successor trustee shall accept appointment as provided in this Section 7.11 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 7.8 and eligible under the provisions of Section 7.9.

Upon acceptance of appointment by a successor trustee as provided in this Section 7.11, the Issuer shall mail notice thereof by first-class mail to the Holders of Securities at their last addresses as they shall appear in the Security register. If the acceptance of appointment is substantially contemporaneous with the resignation, then the notice called for by the preceding sentence may be combined with the notice called for by Section 7.10. If the Issuer fails to mail such notice within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Issuer.

Section 7.12 Merger, Conversion, Consolidation or Succession to Business of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided that such corporation shall be qualified under the provisions of Section 7.8 and eligible under the provisions of Section 7.9, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee and deliver such Securities so authenticated; and, in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor Trustee; and in all such cases such certificate shall have the full force which it is anywhere in the Securities or in this Indenture provided that the certificate of the Trustee shall have; provided, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Securities in the

name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

Section 7.13 Preferential Collection of Claims Against the Issuer. (a) Subject to the provisions of this Section, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Issuer within 90 days prior to a default, as defined in Subsection (c) of this Section, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually and the Holders:

(i) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such 90-day period and valid as against the Issuer and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in Subsection (a)(ii) of this Section, or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Issuer upon the date of such default; and

(ii) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such 90-day period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Issuer and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee:

(a) to retain for its own account (i) payments made on account of any such claim by any person (other than the Issuer) who is liable thereon, (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against the Issuer in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable state law;

(b) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such 90-day period;

(c) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such 90-day period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in Subsection (c) of this Section would occur within 90 days; or

(d) to receive payment on any claim referred to in paragraph (b) or (c), against the release of any property held as security for such claim as

provided in such paragraph (b) or (c), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (b), (c) and (d) property substituted after the beginning of such 90-day period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be, subject to Sections 6.7 and 7.6 hereof, apportioned among the Trustee and the Holders in such manner that the Trustee and the Holders realize, as a result of payments from such special account and payments of dividends on claims filed against the Issuer in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Issuer of the funds and property in such special account and before crediting to the respective claims of the Trustee and the Holders dividends on claims filed against the Issuer in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, whether such distribution is made in cash, securities or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceeding for reorganization is pending shall have jurisdiction (i) to apportion among the Trustee and the Holders, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to the Trustee and the Holders with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such 90-day period shall be subject to the provisions of this Subsection (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such 90-day period, it shall be subject to the provisions of this Subsection (a) if and only if the following conditions exist:

- (i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such 90-day period; and

(ii) such receipt of property or reduction of claim occurred within 90 days after such resignation or removal.

(b) There shall be excluded from the operation of this Section a creditor relationship arising from:

(i) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee;

(ii) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Indenture for the purpose of preserving any property which shall at any time be subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advance and of the circumstances surrounding the making thereof is given to the Holders at the time and in the manner provided in this Indenture;

(iii) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(iv) an indebtedness created as a result of services rendered or premises rented or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in Subsection (c)(ii) below;

(v) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Issuer; or

(vi) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in Subsection (c)(iv) of this Section.

(c) As used in this Section:

(i) the term "default" shall mean any failure to make payment in full of any Required Payment that has been determined to be due and payable under this Indenture;

(ii) the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand;

(iii) the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Issuer for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon the goods, wares or merchandise or the receivables or

proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Issuer arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and

(iv) the term "issuer" shall mean any obligor upon the Securities.

## ARTICLE VIII.

### CONCERNING THE HOLDERS

Section 8.1 Evidence of Action Taken by Holders. Any request, demand, authorization, direction, notice, consent, waiver, vote on a redemption price or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Article.

Section 8.2 Proof of Execution of Instruments and of Holdings of Securities. The execution of any instrument by a Holder or his agent or proxy may be proved in the following manner:

(a) The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction authorized to take acknowledgments of deeds to be recorded in such jurisdiction, that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer. Such certificate or affidavit shall also constitute sufficient proof of the authority of the person executing any instrument in cases where Securities are not held by persons in their individual capacities.

(b) The fact and date of the execution of any such instrument may also be proved in any other manner which the Trustee deems sufficient.

(c) The Trustee shall not be bound to recognize any person as a Holder unless his title to any Securities held by him is proved in the manner provided in this Article VIII. The holding of Securities shall be proved by the Security register or by a certificate of the registrar thereof.

Section 8.3  Holders To Be Treated as Owners. The Issuer, the Trustee and any agent of the Issuer or the Trustee may deem and treat the person in whose name any Security shall be registered upon the Security register as the absolute owner of such Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and, subject to the provisions of this Indenture, interest on such Security and for all other purposes; and neither

the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall be affected by any notice to the contrary. All such payments so made to any such person, or upon such person's order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Security.

Section 8.4 Securities Owned by Issuer Deemed Not Outstanding. In determining whether the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding have concurred in any direction, consent or waiver under this Indenture, Securities which are owned by the Issuer, any Member, any Affiliate thereof, or any other obligor on the Securities or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or any other obligor on the Securities shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver only Securities which the Trustee knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Issuer, any Member, any Affiliate thereof, or any other obligor upon the Securities or any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or any other obligor on the Securities. In case of a dispute as to such right, the advice of counsel shall be full protection in respect of any decision made by the Trustee in accordance with such advice. Upon request of the Trustee, the Issuer shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Issuer to be owned or held by or for the account of any of the above-described persons; and the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Securities not listed therein are outstanding for the purpose of any such determination.

Section 8.5 Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.1, of the taking of any action by the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding in connection with such action, any Holder of a Security the serial number of which is shown by the evidence to be included among the serial numbers of the Securities the Holders of which have consented to such action may, by filing written notice at the Corporate Trust Office and upon proof of holding as provided in this Article, revoke such action so far as concerns such Security. Except as aforesaid any such action taken by the holder of any Security shall be conclusive and binding upon such holder and upon all future holders and owners of such Security and of any Securities issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon any such Security. Any action taken by the holders of the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding in connection with such action shall be conclusively binding upon the Issuer, the Trustee and the Holders.

ARTICLE IX.

SUPPLEMENTS AND AMENDMENTS

Section 9.1 Supplemental Indentures Without Consent of Holders. The Obligated Group Representative, acting for itself and as agent for each Member, and the Trustee may, without the consent of any of the Holders, enter into one or more indentures supplemental hereto for one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission herein;
- (b) to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder and which shall not materially and adversely affect the interests of the Holders;
- (c) to grant or confer ratably upon all of the Holders any additional rights, remedies, powers or authority, or to add to the covenants of and restrictions on the Members;
- (d) to evidence the succession of another corporation to the Issuer or any other Member, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Issuer herein and in the Securities contained; and
- (e) to confirm the entry into the status of Member of any Person not included in the definition of Member as set forth herein on the date of execution and delivery hereof which subsequent to such date becomes a Member.

The Trustee is hereby authorized to join in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed without the consent of the Holders of any of the Securities at the time outstanding, notwithstanding any of the provisions of Section 9.2.

The Trustee shall not enter into any Supplemental Indenture pursuant to the terms of this Section 9.1 until at least 25 Business Days shall have elapsed after the giving to all Holders, at their last known address as set forth in the Security register kept pursuant to Section 2.4 hereof, of written notice thereof, accompanied by a copy of the Supplemental Indenture which the Trustee proposes to enter into.

In no event shall any Supplemental Indenture be effected without the express consent of the Master Trustee. The Obligated Group Representative shall provide the Trustee hereunder certification stating that the consent of the holders of Senior Debt has been obtained in connection with any such Supplemental Indenture.

Section 9.2 Supplemental Indentures with Consent of Holders. (a) The Obligated Group Representative, acting for itself and as agent for each Member, and the Trustee may, with the consent of the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding and anything contained herein to the contrary notwithstanding, enter into one or more indentures supplemental hereto, as the Obligated Group Representative shall deem necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein; provided, however, that nothing in this Section shall permit or be construed as permitting a supplemental indenture which would either:

(i) Extend the time of payment or change the manner of calculation of any Required Payment or interest thereon that may be determined to be due and payable without the consent of the Holder of each Security so affected,

(ii) Permit the issuance of additional Securities hereunder; or

(iii) Reduce the aggregate principal amount of Securities then Outstanding or reduce the amount of any interest payment, the consent of the Holders of which is required to authorize such supplemental indenture without, in each case, the consent of the Holders of each Security so affected.

(b) If at any time the Obligated Group Representative shall request the Trustee to enter into a supplemental indenture pursuant to this Section, which request is accompanied by a copy of the resolution or other action of its Governing Body certified by its secretary or if it has no secretary, its comparable officer, and the proposed supplemental indenture and if the Trustee shall receive an instrument or instruments purporting to be executed by the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding specified in subsection (a) for the supplemental indenture in question, which instrument or instruments shall refer to the proposed supplemental indenture and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Trustee, thereupon, but not otherwise, the Trustee may execute such supplemental indenture in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto.

(c) Any such consent shall be binding upon the Holder of the Security giving such consent and upon any subsequent Holder of such Security issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof). At any time after the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding shall have filed their consents to the supplemental indenture, the Trustee shall make and file with the Obligated Group Representative a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(d) If the Holders of the Requisite Majority of unpaid principal amount of the Securities Outstanding shall have consented to and approved the execution of such supplemental indenture as herein provided, no Holder of any Security shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to

enjoin or restrain the Trustee or the Obligated Group Representative from executing the same or from taking any action pursuant to the provisions thereof.

In no event shall any Supplemental Indenture be effected without the express consent of the Master Trustee. The Obligated Group Representative shall provide the Trustee hereunder certification stating that the consent of the holders of Senior Debt has been obtained in connection with any such Supplemental Indenture.

Section 9.3 Execution and Effect of Supplements. (a) In executing any supplemental indenture permitted by this Article, the Trustee shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted hereby. The Trustee may but shall not be obligated to enter into any such supplemental indenture which materially and adversely affects the Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any supplemental indenture in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such supplement shall form a part hereof for all purposes and every Holder of a Security theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(c) The Trustee shall give notice, by first class mail, to the Holders of all Securities then Outstanding of the execution and delivery of any supplemental indenture setting forth the effective date of such supplemental indenture and a summary of the terms thereof (or, in lieu of such a summary, by attaching the form of such supplemental indenture to such notice).

## ARTICLE X.

### CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Section 10.1 Covenant Not to Merge, Consolidate, Sell or Convey Property Except Under Certain Conditions. Nothing contained in this Indenture or in any of the Securities shall prevent any consolidation of the Issuer or any other Member with, or merger of the Issuer or any other Member into, any other corporation or corporations (whether or not affiliated with the Issuer), or successive consolidations or mergers to which the Issuer or any Member or its successor or successors shall be a party or parties, or shall prevent any sale, lease or conveyance of the property of the Issuer or any other Member as an entirety or substantially as an entirety. Notwithstanding the foregoing, in the event of any sale or lease of all or substantially all of the assets of (a) the Issuer, (b) Allegheny General Hospital, (c) West Penn or (d) Forbes Health System, AUMC-Canonsburg, Suburban General Hospital and Allegheny Valley Hospital as a group, which sale or lease results in Net Proceeds to any Member, then the amount of such Net Proceeds shall be included in the calculation of Adjusted NOI for the Fiscal Year in which such sale or lease occurred, provided, however, that Net Proceeds shall not be included in the calculation of Adjusted NOI unless the entity or group of entities sold or leased has had a Positive Cash Flow for either (a) on average for the most recent completed 24 month period prior to such sale or lease transaction for which unaudited financial statements are available or (b) the most recent six (6) months prior to such sale or lease transaction for which unaudited financial statements are available.

Section 10.2 Successor Corporation Substituted. In case of any consolidation, merger, sale or conveyance, which results in the assumption by the successor corporation as provided in Section 10.1 hereof, such successor corporation shall succeed to and be substituted for the Issuer or such Member, with the same effect as if it had been named herein. In the event of any such sale or conveyance (other than a conveyance by way of lease) the Issuer, Member or any successor corporation which shall theretofore have become such in the manner described in this Article shall be discharged from all obligations and covenants under this Indenture and the Securities and may be liquidated and discharged.

Section 10.3 Opinion of Counsel to Trustee. The Trustee may receive an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, lease or conveyance, and any such assumption, and any such liquidation or dissolution, complies with the applicable provisions of this Indenture, that all conditions precedent herein provided for relating to such transaction have been complied with, and it is proper for the Trustee under the provisions of this Article X to join in the execution of the supplemental indenture referred to in Section 10.1.

#### ARTICLE XI.

#### SATISFACTION AND DISCHARGE OF INDENTURE; UNCLAIMED MONEYS.

Section 11.1 Satisfaction and Discharge of Indenture. If at any time (a) the Issuer shall have paid or caused to be paid or deposited with the Trustee as trust funds the entire amount sufficient to pay the principal of all the Securities outstanding hereunder, or (b) the Issuer shall have delivered to the Trustee for cancellation all Securities theretofore authenticated (other than any Securities which shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in Section 2.5) and not theretofore cancelled or deposited with the Trustee as trust funds the entire amount sufficient to pay all such Securities not theretofore delivered to the Trustee and if, in any such case, the Issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer, then this Indenture shall cease to be of further effect (except as to (i) rights of registration of transfer and exchange, and the Issuer's right of optional redemption, (ii) substitution of apparently mutilated, defaced, destroyed, lost or stolen Securities, (iii) rights of holders to receive payments of principal thereof, (iv) the rights, obligations and immunities of the Trustee hereunder and (v) the rights of the Holders as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them), and the Trustee, on demand of the Issuer accompanied by an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent to satisfaction and discharge of this Indenture have been complied with and at the cost and expense of the Issuer, shall execute proper instruments acknowledging such satisfaction of and discharging this Indenture. The Issuer agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred and to compensate the Trustee for any services thereafter reasonably and properly rendered by the Trustee in connection with this Indenture or the Securities. Notwithstanding the satisfaction and discharge of the Indenture, the obligations of the Issuer to the Trustee under Section 7.6 shall survive.

Section 11.2 Application by Trustee of Funds Deposited for Payment of Securities.

Subject to Section 11.4 and Article XII, all moneys deposited with the Trustee pursuant to Section 11.1 shall be held in trust and applied by it to the payment, either directly or through any paying agent (including the Issuer acting as its own paying agent), to the Holders of the particular Securities for the payment or redemption of which such moneys have been deposited with the Trustee, of all sums due and to become due thereon for principal; but such money need not be segregated from other funds except to the extent required by law.

Section 11.3 Repayment of Moneys Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture all moneys then held by any paying agent under the provisions of this Indenture shall, upon demand of the Issuer, be repaid to it or paid to the Trustee and thereupon such paying agent shall be released from all further liability with respect to such moneys.

Section 11.4 Return of Moneys Held by Trustee and Paying Agent Unclaimed for One Year. Any moneys deposited with or paid to the Trustee or any paying agent for the payment of the principal of any Security and not applied but remaining unclaimed for one year after the date upon which such principal shall have become due and payable, shall, upon the written request of the Issuer and unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property law, be repaid to the Issuer by the Trustee or such paying agent, and the holder of such Security shall, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property laws, thereafter look only to the Issuer for any payment which such holder may be entitled to collect, and all liability of the Trustee or any paying agent with respect to such moneys shall thereupon cease.

ARTICLE XII.

SUBORDINATION

Section 12.1 Securities Subordinated to Senior Debt. In accordance with the provisions of Section 12.2 and 12.3 hereof, the rights and remedies of the Holders to payment of the principal of and interest on the Securities, and to enforce any judgment obtained by the Holders against the Issuer on account of this Indenture, is subordinated to the rights and remedies of holders of Senior Debt.

Section 12.2 Securities Subordinated Upon Dissolution, Winding-up, Liquidation, or Reorganization. Upon any Distribution in any Proceeding,

(a) any Distribution to which the Holders are entitled (by set-off or otherwise) shall be paid directly to the holders of Senior Debt to the extent necessary to make payment in full of all Senior Debt remaining unpaid after giving effect to all Distributions to or for the benefit of the holders of Senior Debt; and

(b) in the event that any Distribution is received by the Trustee before all Senior Debt is paid in full, such Distribution shall be held in trust by the Trustee for the benefit of the holders of Senior Debt to the extent necessary to make payment in full of all Senior Debt

remaining unpaid after giving effect to all payments and distributions to the holders of Senior Debt.

Section 12.3 No Payment on Securities in Certain Circumstances. The Issuer and each Member shall not, directly or indirectly, pay any principal or interest on, redeem or optionally prepay any of the Securities (i) following the occurrence of any Event of Default or any Event of Subordination (as such terms are used, applied and defined in the WPAHS MTI as in effect on the date hereof) and for so long as such Event of Default or Event of Subordination exists and has not been waived or cured; (ii) if the making of such payment hereunder would cause there to occur, with the giving of notice or the passage of time, an Event of Default or Event of Subordination; or (iii) for a period of 364 days (the "Blockage Period") following delivery of notice to the Trustee hereunder by the Master Trustee, to the effect that a default has occurred under Sections 3.06, 3.07, 3.09, 3.15 or 3.17 of the WPAHS MTI as in effect on the date hereof (hereinafter the "Triggering Defaults"), provided that any such Blockage Period shall be reduced in length if the Master Trustee notifies the Trustee hereunder that such default has been waived or cured and further provided that if such default becomes an Event of Default, no further payments under this Indenture shall be made during the existence of such Event of Default. Notwithstanding the foregoing, if (i) a Triggering Default is caused by a breach of Section 3.07 of the WPAHS MTI as in effect on the date hereof and the Blockage Period continues in effect for a period of two (2) calendar years; and (ii) during such two (2) year period an Annual Payment would have been due and owing pursuant to Sections 3.4 and 3.10 hereof, then the Maturity Date shall be extended an additional calendar year for each year the Blockage Period caused solely by a breach of Section 3.07 extends beyond the initial two (2) year Blockage Period. If there occurs a default under the WPAHS MTI as in effect on the date hereof which is not a Triggering Default, the occurrence of such default shall not, by itself, preclude a payment under this Indenture, until and unless such default ripens into an Event of Default. If, following the commencement of the Blockage Period, a second Triggering Default under a different covenant or provisions of the WPAHS MTI as in effect on the date hereof occurs during such period, which Triggering Default is separate and distinct from the Triggering Default which caused the commencement of the then existing Blockage Period, such new Triggering Default (the "New Default") shall cause the commencement of a second Blockage Period only if such New Default occurred during the last 184 days of the Initial Blockage Period. Such second Blockage Period shall expire upon the earlier to occur of (x) the 181<sup>st</sup> day following delivery of notice to the Trustee hereunder by the Master Trustee describing the default that has occurred under the WPAHS MTI as in effect on the date hereof or (y) the date on which the Master Trustee notifies the Trustee hereunder that such default has been waived or cured, provided that such second Blockage Period shall not expire if a default has become an Event of Default (as defined in the WPAHS MTI as in effect on the date hereof).

For purposes hereof, reference to "the WPAHS MTI as in effect on the date hereof" shall be construed to permit payments by the Issuer or a Member if there is an Event of Default, Event of Subordination or Triggering Default arising under the WPAHS MTI as it may hereafter be amended, except when the event causing such Event of Default, Event of Subordination or Triggering Default under the WPAHS MTI as so amended would have been an Event of Default, Event of Subordination or Triggering Default under the WPAHS MTI as in effect on the date hereof.

If, from and after the Cap Date, the Highmark Obligation shall remain unpaid, then any Annual Payment that may be due and owing at the end of such Fiscal Year under the Securities shall be capped at the total and maximum amount of \$2.5 million (exclusive of any Deferral Rate of Interest paid on any Deferred Annual Payment, it being understood that the payment of any such interest shall be subject to the subordination provisions in this Article XII) (the "Cap"), provided, however that in the event Highmark has the right to require a refinancing of the Highmark Obligation the foregoing payment Cap shall not apply, and in any such event no default or event of default shall be deemed to exist if (i) Highmark has the right to require the refinancing of the Highmark Obligation, but chooses not to exercise such right, or (ii) the refinancing is not effected because the Obligated Group (as defined in the WPAHS MTI) cannot prepay or refinance the Highmark Obligations. No payments may be made by Issuer under the Securities if the Highmark Obligation is otherwise in covenant or payment default or if the making of such payment would cause a default, provided that the failure to refinance the Highmark Obligation after the Cap Date shall not by itself be considered an event of default.

When the Highmark Obligation is refinanced or paid in full, the Cap shall terminate and be of no further force or effect. In the event that the Issuer achieves (a) a BBB or better rating from Standard & Poor's, or (b) a Baa2 or better rating from Moody's, but cannot refinance the Highmark Obligation within twelve months following the Issuer's receipt of Highmark's written election to have such loans refinanced (the "Twelve Month Notice Period"), then Highmark shall receive an additional \$2.5 million of annual principal amortization, and the Cap shall not apply, provided, however, that during the Twelve Month Notice Period, the Cap shall be in effect. After the Twelve Month Notice Period has expired, the outstanding Highmark Obligation shall bear interest at a rate per annum that is two percent (2%) in excess of Highmark's existing rate of interest. Unless Highmark is receiving such additional principal and interest payments no payments on the Securities may be made.

If any Distribution, payment or deposit to redeem, defease or acquire any of the Securities shall be received by the Trustee at a time when such Distribution was prohibited by the provisions of this Section 12.3, then, unless such Distribution is no longer prohibited by this Section 12.3, such Distribution shall be received and held in trust by the Trustee for the benefit of the holders of Senior Debt, and shall be paid or delivered by the Trustee to the applicable holders of Senior Debt for application to the payment of the applicable Senior Debt in accordance with the WPAHS MTI.

If any Distribution or payment on account of the Securities shall be received by the Holders at a time when such Distribution was prohibited by the provisions of this Section 12.3, then, unless such Distribution is no longer prohibited by this Section 12.3, such Distribution shall be received and held in trust by the Holders for the benefit of the holders of Senior Debt, and shall be paid or delivered by the Holders to the applicable holders of Senior Debt for application to the payment of the applicable Senior Debt in accordance with the WPAHS MTI.

Section 12.4 Trustee and Paying Agent Entitled to Assume Payments Not Prohibited in Absence of Notice. The Trustee shall not at any time be charged with knowledge of the existence of any facts which would prohibit the making of any payment to or by the Trustee, unless and until the Trustee shall have received, no later than three (3) Business Days prior to such payment, written notice thereof from the Issuer or from any one or more holders of Senior

Debt and, prior to the receipt of any such written notice, the Trustee, shall be entitled in all respects conclusively to presume that no such fact exists. Subject to the provisions of Sections 12.2(b) and 12.5 hereof, unless the Trustee shall have received the notice provided for in the preceding sentence, the Trustee shall have full power and authority to receive such payment and to apply the same to the purpose for which it was received, and shall not be affected by any notice to the contrary which may be received by it on or after such date. The foregoing shall not apply to any Affiliate of the Issuer acting as Paying Agent.

Section 12.5 Subordination Rights Not Impaired by Acts or Omissions of the Issuer or Holders of Senior Debt. No right of any holder of any Senior Debt established in this Article XII shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Issuer or by any act or failure to act, in good faith, by any such holder, or by any failure by the Issuer to comply with the terms of this Indenture or by any modification of the terms of any Senior Debt.

Section 12.6 No Fiduciary Duty of Trustee or the Holders to holders of Senior Debt.

Neither the Trustee nor the Holders owe any fiduciary duty to the holders of Senior Debt. Subject to the provisions of Sections 12.2(b) and 12.5 hereof, neither the Trustee nor the Holders shall be liable to any holder of Senior Debt in the event that the Trustee, acting in good faith, shall pay over or distribute to the Holders, the Issuer, or any other Person, any property to which any holders of Senior Debt are entitled by virtue of this Article or otherwise. Nothing contained in this Section 12.6 shall affect the obligation of any other such Person to hold such payment for the benefit of, and to pay such payment over to, the holders of Senior Debt.

Section 12.7 No Impairment of Subordination. No right of any present or future holder of any Senior Debt to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Issuer or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Issuer or the Holders with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof which any such Holder may have or otherwise be charged with, and no attempt by the Issuer, the Holders or the Trustee by amendment, waiver, supplemental indenture or otherwise to diminish in any material way the rights of the holders of Senior Debt to the benefits of subordination hereunder shall be valid or effective without the written consent of holders of 66 2/3% of all Senior Debt outstanding at the time, with the term "outstanding" being here used with the same meaning as set forth in Section 7.8(e)(iv) hereof.

Section 12.8 Certain Definitions. As used in this Article XII,

Distribution means any payment or distribution of assets or securities of the Issuer of any kind or character from any source, whether in cash, securities or other property made by the Issuer, liquidating trustee or agent or any other person whether pursuant to a plan or otherwise.

Proceeding means a liquidation, dissolution, bankruptcy, insolvency, receivership or similar proceeding under Title 11 of the United States Code, an assignment for the benefit of creditors or any marshalling of assets or liabilities and does not include any transaction permitted by and made in compliance with Article X.

Trustee for purposes of this Article XII includes a Paying Agent.

### ARTICLE XIII.

#### MISCELLANEOUS PROVISIONS

Section 13.1 Incorporators, Officers and Directors of Issuer Exempt from Individual Liability. No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any Security, or because of any indebtedness evidenced thereby, shall be had against any incorporator, as such, or against any past, present or future officer or director, as such, of the Issuer, any Member, or of any successor, either directly or through the Issuer, Member, or any successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Securities by the holders thereof and as part of the consideration for the issue of the Securities.

Section 13.2 Provisions of Indenture for the Sole Benefit of Parties and Holders. Nothing in this Indenture or in the Securities, expressed or implied, shall give or be construed to give to any person, firm or corporation, other than the parties hereto and their successors and the Holders, any legal or equitable right, remedy or claim under this Indenture or under any covenant or provision herein contained, all such covenants and provisions being for the sole benefit of the parties hereto and their successors and the Holders, except that Highmark and the trustee under the WPAHS MTI are entitled to the benefit of, and to rely on and enforce the provisions of this Indenture, including the subordination provisions of Article XII of this Indenture and all related provisions.

Section 13.3 Successors and Assigns of Issuer Bound by Indenture. Subject to the provisions of Section 10.1 hereof, all the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Issuer or any Member shall bind its successors and assigns, whether so expressed or not.

Section 13.4 Notices and Demands on Issuer, Trustee and Holders. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders to or on the Issuer may be given or served by being deposited postage prepaid, first-class mail (except as otherwise specifically provided herein) addressed (until another address of the Issuer is filed by the Issuer with the Trustee) to West Penn Allegheny Health System, 320 East North Avenue, Pittsburgh, Pennsylvania 15212 Attention: Senior Vice President/General Counsel and Chief Financial Officer. Any notice, direction, request or demand by the Issuer or any Holder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made at the Corporate Trust Office.

Where this Indenture provides for notice to Holders, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each holder entitled thereto, at his last address as it appears in the Security register. An affidavit by any person representing or acting on behalf of the Issuer or the Trustee as to such mailing shall be conclusive evidence of the giving of such demand or notice. Any notice so mailed within the time prescribed in this Indenture shall be conclusively presumed to have been

duly given, whether or not the Holder receives such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impracticable to mail notice to the Issuer and Holders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

Section 13.5 Officers' Certificates and Opinions of Counsel; Statements To Be Contained Therein. Upon any application or demand by the Issuer to the Trustee to take any action under any of the provisions of this Indenture, the Issuer shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished. Any such Officer's Certificate or Opinion of Counsel shall be received by the Trustee as conclusive evidence of any statement therein contained and shall be full authority and protection to the Trustee.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person making such certificate or opinion has read such covenant or condition, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a statement that, in the opinion of such person, such person has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such covenant or condition has been complied with and (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Any certificate, statement or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which such officer's certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous. Any certificate, statement or opinion of counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Issuer, upon the certificate, statement or opinion of or representations by an officer or officers of the Issuer, unless such counsel knows that the certificate, statement or opinion or representations with respect to the matters upon which such counsel's certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate, statement or opinion of an officer of the Issuer or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of Accountants in the employ of the Issuer, unless such officer or counsel, as the case may be, knows that the certificate or opinion or representations with respect to the accounting matters upon which the certificate, statement or opinion of such officer or counsel may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate or opinion of any independent firm of public Accountants filed with the Trustee shall contain a statement that such firm is independent.

Section 13.6 Payments Due on Business Days. If the date of maturity of interest on or principal of the Securities or the date fixed for redemption of any Security shall not be a Business Day, then payment of interest or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 13.7 Fiscal Year of Issuer. So long as any one or more Securities are outstanding, neither the Issuer nor any Member will adopt a Fiscal Year other than a Fiscal Year beginning on July 1 and ending on the next June 30.

Section 13.8 New York Law to Govern. This Indenture and each Security shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State, except as may otherwise be required by mandatory provisions of law, and except with respect to the rights and duties of the Trustee which shall be governed by the laws of the Commonwealth of Pennsylvania.

Section 13.9 Waiver of Jury Trial. The parties hereto do hereby knowingly, voluntarily, and intentionally waive the right that they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Indenture.

Section 13.10 Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 13.11 Notices by Master Trustee. The Obligated Group Representative will take all necessary steps to insure that all notices required to be given by the Master Trustee to the Trustee hereunder pursuant to the WPAHS MTI shall be given.

#### ARTICLE XIV.

#### REDEMPTION OF SECURITIES

Section 14.1 Right of Optional Redemption: Prices. The Issuer at its option may, at any time, prepay or redeem all or any part of the Securities upon payment of the redemption price determined as set forth in the forms of Securities recited herein. Such redemption price shall be

the sum of any unpaid Principal Amount, plus any accrued but unpaid interest. In the case of a prepayment or redemption of the Securities in part, the amount of such prepayment or redemption shall be allocated among the Holders of the securities pro rata by reference to the outstanding principal amount of Securities held. For such purposes, the outstanding principal amount of Securities held shall be calculated as of the Record Date.

Section 14.2 Notice of Redemption. Notice of redemption to the holders of Securities shall be given by mailing notice of such redemption by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to such holders of Securities at their last addresses as they shall appear upon the registry books. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the holder receives the notice. Failure to give notice by mail, or any defect in the notice to the holder of any Security shall not affect the validity of the proceedings for the redemption of any other Security.

The notice of redemption to each such holder shall specify the principal amount of each Security held by such holder to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment and that payment will be made upon presentation and surrender of such Securities.

The notice of redemption of Securities to be redeemed at the option of the Issuer shall be given by the Issuer or, at the Issuer's written request, by the Trustee in the name and at the expense of the Issuer.

At least one Business Day prior to the redemption date specified in the notice of redemption given as provided in this Section, the Issuer will deposit with the Trustee or with one or more paying agents (or, if the Issuer is acting as its own paying agent, set aside, segregate and hold in trust as provided in Section 4.8) an amount of money sufficient to redeem on the redemption date all the Securities at the appropriate redemption price.

Section 14.3 Payment of Securities Called for Redemption. If notice of redemption has been given as above provided, the Securities shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, and on and after said date (unless the Issuer shall default in the payment of such Securities at the redemption price), except as provided in Sections 7.5 and 11.4, such Securities shall cease from and after the date fixed for redemption to be entitled to any benefit or security under this Indenture, and the holders thereof shall have no right in respect of such Securities except the right to receive the redemption price thereof. On presentation and surrender of such Securities at a place of payment specified in said notice, said Securities shall be paid and redeemed by the Issuer at the applicable redemption price.

Section 14.4 Certain Securities Not Redeemed: Securities shall not be redeemed if they are identified by registration and certificate number in a written statement signed by an authorized officer of the Issuer and delivered to the Trustee at least 40 days prior to the last date on which notice of redemption may be given as being owned of record and beneficially by, and not pledged or hypothecated by either (a) the Issuer or (b) an entity specifically identified in such

written statement directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer.

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[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the Members has caused these presents to be signed in its name by its duly authorized officers and to evidence its acceptance of the trusts and agreements hereby created, and the Trustee has caused these presents to be signed in its name and on its behalf by one of its duly authorized officers, all as of the day and year first above written.

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.  
THE WESTERN PENNSYLVANIA HOSPITAL  
SUBURBAN GENERAL HOSPITAL  
SUBURBAN HEALTH FOUNDATION  
THE WESTERN PENNSYLVANIA HOSPITAL  
FOUNDATION  
ALLEGHENY GENERAL HOSPITAL  
ALLEGHENY UNIVERSITY MEDICAL CENTERS  
AUMC/CANONSBURG  
ALLEGHENY-SINGER RESEARCH INSTITUTE  
ALLEGHENY MEDICAL PRACTICE NETWORK  
ALLEGHENY SPECIALTY PRACTICE NETWORK  
WEST PENN CORPORATE MEDICAL SERVICES,  
INC.  
WEST PENN SPECIALTY MSO, INC.  
AUMC-CANONSBURG AMBULANCE SERVICE, INC.  
VALLEY DEVELOPMENT & MANAGEMENT CORP.  
By: WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

By: David A. Samuel  
Authorized Representative

ALLFIRST BANK, as Trustee

By: Barnard W. Kopp, Jr.  
Authorized Representative

ATTEST:

By: \_\_\_\_\_  
Authorized Representative



STATE/Commonwealth of Pennsylvania )  
 ) ss.:  
COUNTY OF Allegheny )

On this 9th day of August, 2000, before me personally came David Samuel, to me personally known, who, being by me duly sworn did depose and say that he/she resides at Pittsburgh, Pa.; that he/she is an officer of West Penn Allegheny Health System, Inc. the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Governing Body of said corporation, and that he signed his name thereto by like authority.

[NOTARIAL SEAL]

Desanka W Dugas  
Notary Public

Notarial Seal  
Desanka W. Dugas, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan. 21, 2002  
Member, Pennsylvania Association of Notaries

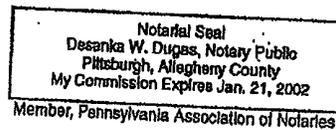


COMMONWEALTH OF Pennsylvania )  
 ) ss.:  
COUNTY OF Allegheny )

On this 9 th day of August, 2000, before me personally came Bernard Volney, Jr., to me personally known, who, being by me duly sworn, did depose and say that he resides at WARRIORSBURG, PA; that he/she is a VICE PRESIDENT of Allfirst Bank, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Governing Body of said corporation, and that he signed his name thereto by like authority.

[NOTARIAL SEAL]

Desanka W Dugas  
Notary Public





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IN WITNESS WHEREOF, each of the Members has caused these presents to be signed in its name by its duly authorized officers and to evidence its acceptance of the trusts and agreements hereby created, and the Trustee has caused these presents to be signed in its name and on its behalf by one of its duly authorized officers, all as of the day and year first above written.

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.  
THE WESTERN PENNSYLVANIA HOSPITAL  
SUBURBAN GENERAL HOSPITAL  
SUBURBAN HEALTH FOUNDATION  
THE WESTERN PENNSYLVANIA HOSPITAL  
FOUNDATION  
ALLEGHENY GENERAL HOSPITAL  
ALLEGHENY UNIVERSITY MEDICAL CENTERS  
AUMC/CANONSBURG  
ALLEGHENY-SINGER RESEARCH INSTITUTE  
ALLEGHENY MEDICAL PRACTICE NETWORK  
ALLEGHENY SPECIALTY PRACTICE NETWORK  
WEST PENN CORPORATE MEDICAL SERVICES,  
INC.  
WEST PENN SPECIALTY MSO, INC.  
AUMC-CANONSBURG AMBULANCE SERVICE, INC.  
VALLEY DEVELOPMENT & MANAGEMENT CORP.  
By: WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

By: \_\_\_\_\_  
Authorized Representative

ALLFIRST BANK, as Trustee

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

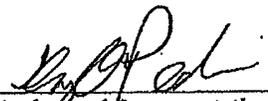
By:  \_\_\_\_\_  
Authorized Representative



EXHIBIT A

[FORM OF FLOATING RATE RESTRUCTURING CERTIFICATE]

Security No. \_\_\_\_\_

Maximum Possible  
Amount Payable

\$ \_\_\_\_\_

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.,  
THE WESTERN PENNSYLVANIA HOSPITAL,  
SUBURBAN GENERAL HOSPITAL,  
SUBURBAN HEALTH FOUNDATION,  
THE WESTERN PENNSYLVANIA HOSPITAL FOUNDATION,  
ALLEGHENY GENERAL HOSPITAL,  
ALLEGHENY UNIVERSITY MEDICAL CENTERS,  
AUMC/CANONSBURG,  
ALLEGHENY-SINGER RESEARCH INSTITUTE,  
ALLEGHENY MEDICAL PRACTICE NETWORK,  
WEST PENN SPECIALTY MSO, INC.,  
ALLEGHENY SPECIALTY PRACTICE NETWORK,  
WEST PENN CORPORATE MEDICAL SERVICES, INC.,  
AUMC CANONSBURG AMBULANCE SERVICE, INC.,  
VALLEY DEVELOPMENT & MANAGEMENT CORP.

FLOATING RATE RESTRUCTURING CERTIFICATE

West Penn Allegheny Health System, Inc., The Western Pennsylvania Hospital, Suburban General Hospital, Suburban Health Foundation, The Western Pennsylvania Hospital Foundation, Allegheny General Hospital, Allegheny University Medical Centers, AUMC/Canonsburg, Allegheny-Singer Research Institute, Allegheny Medical Practice Network, West Penn Specialty MSO, Inc., Allegheny Specialty Practice Network, West Penn Corporate Medical Services, Inc., AUMC Canonsburg Ambulance Service, Inc., and Valley Development & Management Corp. (together the "Issuers") for value received hereby jointly and severally promise to pay to \_\_\_\_\_ or its registered assigns as and when due, all amounts required to be paid hereunder by the below-mentioned Indenture up to the maximum possible amount payable set forth above in accordance with the terms and conditions of the Floating Rate Restructuring Certificate Indenture, dated as of July 1, 2000, by and between the Issuer and Allfirst Bank, as Trustee (the "Indenture"). All the terms and conditions binding on the above-named Issuers and the holder hereof from time to time are set forth in the Indenture and are incorporated herein as if fully set forth in this Certificate.



IN WITNESS WHEREOF, the Issuers have caused this instrument to be duly executed under its corporate seal by the undersigned, duly authorized representative.

Dated: \_\_\_\_\_, 2000

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.  
THE WESTERN PENNSYLVANIA HOSPITAL  
SUBURBAN GENERAL HOSPITAL  
SUBURBAN HEALTH FOUNDATION  
THE WESTERN PENNSYLVANIA HOSPITAL  
FOUNDATION  
ALLEGHENY GENERAL HOSPITAL  
ALLEGHENY UNIVERSITY MEDICAL CENTERS  
AUMC/CANONSBURG  
ALLEGHENY-SINGER RESEARCH INSTITUTE  
ALLEGHENY MEDICAL PRACTICE NETWORK  
ALLEGHENY SPECIALTY PRACTICE NETWORK  
WEST PENN CORPORATE MEDICAL SERVICES,  
INC.  
WEST PENN SPECIALTY MSO, INC.  
AUMC-CANONSBURG AMBULANCE SERVICE, INC.  
VALLEY DEVELOPMENT & MANAGEMENT CORP.  
By: WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

By: \_\_\_\_\_  
Authorized Representative

EXHIBIT B

Morgan Guaranty Trust Company of New York  
PNC Bank, National Association



EXHIBIT C

[P&I ON NEW BOND OFFERING AND THE BONDS LEFT OUTSTANDING]

BOND DEBT SERVICE

Allegheny County Hospital Development Authority  
 Health System Revenue Bonds, Series 2000  
 (West Penn Allegheny Health System)  
 Pricing Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
11/15/00			10,897,501.99	10,897,501.99
11/15/01			40,865,632.50	40,865,632.50
11/15/02			40,865,632.50	40,865,632.50
11/15/03	3,805,000	8.45%	40,865,632.50	44,670,692.50
11/15/04	2,510,000	8.55%	40,544,110.00	43,054,110.00
11/15/05	4,220,000	8.65%	40,329,505.00	44,549,505.00
11/15/06	2,120,000	9.25%	39,964,475.00	42,084,475.00
11/15/07	2,390,000	9.25%	39,768,375.00	42,156,375.00
11/15/08	3,840,000	9.25%	39,547,300.00	43,387,300.00
11/15/09	4,185,000	9.25%	39,192,100.00	43,377,100.00
11/15/10	4,685,000	9.25%	38,804,987.50	43,499,987.50
11/15/11	5,285,000	9.25%	38,370,700.00	43,625,700.00
11/15/12	5,770,000	9.25%	37,884,612.50	43,654,612.50
11/15/13	6,060,000	9.25%	37,350,887.50	45,430,887.50
11/15/14	10,315,000	9.25%	36,510,987.50	46,825,987.50
11/15/15	9,350,000	9.25%	35,566,850.00	44,906,850.00
11/15/16	11,850,000	9.25%	34,691,975.00	46,521,975.00
11/15/17	12,915,000	9.25%	33,597,700.00	46,512,700.00
11/15/18	16,485,000	9.25%	32,403,062.50	48,888,052.50
11/15/19	18,010,000	9.25%	30,878,200.00	48,868,200.00
11/15/20	18,680,000	**	29,212,275.00	48,882,275.00
11/15/21	21,365,000	**	27,527,175.00	48,892,175.00
11/15/22	23,195,000	**	25,695,012.50	48,890,012.50
11/15/23	25,185,000	**	23,702,925.00	48,887,925.00
11/15/24	27,355,000	**	21,536,862.50	48,891,662.50
11/15/25	29,710,000	**	19,180,400.00	48,890,400.00
11/15/26	32,270,000	**	16,617,575.00	48,887,575.00
11/15/27	35,060,000	**	13,830,050.00	48,890,050.00
11/15/28	38,095,000	**	10,797,237.50	48,892,237.50
11/15/29	41,390,000	**	7,497,300.00	48,887,300.00
11/15/30	44,985,000	**	3,907,150.00	48,892,150.00
	465,065,000		928,393,989.48	1,383,458,989.48

02/25/1338.01

UNREFUNDED BONDS AFTER SERIES 2000 FINANCING

AGH 1991A

AGH 1993C

9/1/00	1,490,000	6.600%	491,769	1,981,769		
9/1/01	705,000	7.125%	885,194	1,590,194	7/1/01	1,695,805
9/1/02	755,000	7.125%	834,863	1,568,963	7/1/02	1,822,366
9/1/03	805,000	7.125%	781,169	1,568,169	7/1/03	1,956,414
9/1/04	865,000	7.125%	723,813	1,596,813	7/1/04	1,033,362
9/1/05	925,000	7.125%	662,181	1,587,181		
9/1/06	995,000	7.125%	596,275	1,591,275		
9/1/07	1,065,000	7.125%	525,381	1,590,381		
9/1/08			449,500	449,500		
9/1/09			449,500	449,500		
9/1/10			449,500	449,500		
9/1/11			449,500	449,500		
9/1/12			449,500	449,500		
9/1/13			449,500	449,500		
9/1/14			449,500	449,500		
9/1/15	1,925,000	7.250%	449,500	2,374,500		
9/1/16	2,060,000	7.250%	309,938	2,369,938		
9/1/17	2,215,000	7.250%	160,588	2,375,588		
	13,805,000		9,567,269	23,372,269		
						6,509,967
						988,676
						7,498,645

Forbes 1995

4/1/00	1,240,000	5.125%	80,456	1,320,456
10/1/00	65,000	5.750%	97,363	162,363
10/1/02	65,000	5.750%	93,626	168,626
10/1/03	70,000	5.750%	89,888	159,888
10/1/04	70,000	5.750%	85,863	155,863
10/1/05	70,000	5.750%	81,838	151,838
10/1/06	120,000	6.250%	77,813	197,813
10/1/07	125,000	6.250%	70,313	195,313
10/1/08	125,000	6.250%	62,500	187,500
10/1/09	125,000	6.250%	54,688	179,688
10/1/10	125,000	6.250%	46,875	171,875
10/1/11	125,000	6.250%	39,063	164,063
10/1/12	125,000	6.250%	31,250	156,250
10/1/13	125,000	6.250%	23,438	148,438
10/1/14	125,000	6.250%	15,625	140,625
10/1/15	125,000	6.250%	7,813	132,813

2,825,000

958,406 3,783,406

Forbes 1992

4/1/00	185,000	7.000%	154,000	339,000
10/1/01	185,000	7.000%	295,050	480,050
10/1/02	190,000	7.000%	282,100	472,100
10/1/03	190,000	7.000%	268,800	458,800
10/1/04	365,000	7.000%	255,500	620,500
10/1/05	365,000	7.000%	229,950	594,950
10/1/06	365,000	7.000%	204,400	569,400
10/1/07	365,000	7.000%	178,850	543,850
10/1/08	365,000	7.000%	153,300	518,300
10/1/09	365,000	7.000%	127,750	492,750
10/1/10	365,000	7.000%	102,200	467,200
10/1/11	365,000	7.000%	76,650	441,650
10/1/12	365,000	7.000%	51,100	416,100
10/1/13	365,000	7.000%	25,550	390,550

4,400,000

2,405,200 6,805,200

Total Forbes

1,425,000	234,456	1,659,456
250,000	382,413	642,413
255,000	375,725	630,725
260,000	358,688	618,688
435,000	341,363	776,363
435,000	311,788	746,788
480,000	249,163	739,163
480,000	282,213	767,213
480,000	215,800	705,800
480,000	182,438	672,438
480,000	148,075	639,075
480,000	115,713	605,713
480,000	82,350	572,350
480,000	48,988	538,988
125,000	15,625	140,625
125,000	7,813	132,813
0		
7,225,000	3,363,606	10,588,606

7,225,000 3,363,606 10,588,606

West Penn 1992A

	Total				
	Principal	Interest	Debt Service	CHECK	
7/1/01	1,565,000	1,531,779	3,096,779	3,641,225	
7/1/02	1,645,000	1,442,573	3,087,573	7,471,855	
7/1/03	1,725,000	1,347,163	3,072,163	7,450,730	
7/1/04	1,810,000	1,239,350	3,049,350	7,419,489	
7/1/05	1,890,000	1,126,225	3,016,225	6,465,760	
7/1/06	1,970,000	1,008,100	2,978,100	5,350,194	
7/1/07	2,045,000	884,975	2,929,975	5,336,588	
7/1/08	2,115,000	757,163	2,872,163	4,027,463	
7/1/09	2,285,000	624,975	2,909,975	4,031,913	
7/1/10	2,350,000	476,450	2,826,450	3,915,025	
7/1/11	2,410,000	323,700	2,733,700	3,788,913	
7/1/12	2,570,000	167,050	2,737,050	3,758,900	
				988,488	
				590,125	
				2,507,313	
				2,369,938	
				2,375,588	
				76,769,021	
	24,380,000	10,929,502	35,309,502		
				76,769,021	

EXHIBIT D

[P&I ON HIGHMARK OBLIGATION]



### Summary of Semi-annual Debt Service for Highmark Loan

<b>Assumptions:</b>	
Loan amount:	\$125 million
Loan origination:	August 9, 2000 (estimated)
Maturity date:	August 15, 2030
Interest Rate:	Years 1 - 3 = 6%
	Year 4 = 7%
	Year 5 = 8%
	Year 6 and thereafter = 9%
<b>Amortization:</b> No principal payments years 1 - 5	
	Straight line principal payments years 6 - 30 (\$5 million per year)
	Principal and interest payable semi annually

Payment Date	Interest Rate	Principal Portion	Interest Portion	Total Debt Service	Outstanding Balance
8/9/00			(Loan origination)		\$125,000,000.00
2/15/01	6%	\$0.00	\$3,904,109.59	\$3,904,109.59	125,000,000.00
8/15/01	6%	0.00	3,719,178.08	3,719,178.08	125,000,000.00
2/15/02	6%	0.00	3,780,821.92	3,780,821.92	125,000,000.00
8/15/02	6%	0.00	3,719,178.08	3,719,178.08	125,000,000.00
2/15/03	6%	0.00	3,780,821.92	3,780,821.92	125,000,000.00
8/15/03	6%	0.00	3,719,178.08	3,719,178.08	125,000,000.00
2/15/04	7%	0.00	4,410,958.90	4,410,958.90	125,000,000.00
8/15/04	7%	0.00	4,363,013.70	4,363,013.70	125,000,000.00
2/15/05	8%	0.00	5,041,095.89	5,041,095.89	125,000,000.00
8/15/05	8%	0.00	4,958,904.11	4,958,904.11	125,000,000.00
2/15/06	9%	2,500,000.00	5,671,232.88	8,171,232.88	122,500,000.00
8/15/06	9%	2,500,000.00	5,467,191.78	7,967,191.78	120,000,000.00
2/15/07	9%	2,500,000.00	5,444,383.56	7,944,383.56	117,500,000.00
8/15/07	9%	2,500,000.00	5,244,041.10	7,744,041.10	115,000,000.00
2/15/08	9%	2,500,000.00	5,217,534.25	7,717,534.25	112,500,000.00
8/15/08	9%	2,500,000.00	5,048,630.14	7,548,630.14	110,000,000.00
2/15/09	9%	2,500,000.00	4,990,684.93	7,490,684.93	107,500,000.00
8/15/09	9%	2,500,000.00	4,797,739.73	7,297,739.73	105,000,000.00
2/15/10	9%	2,500,000.00	4,763,835.62	7,263,835.62	102,500,000.00
8/15/10	9%	2,500,000.00	4,574,589.04	7,074,589.04	100,000,000.00
2/15/11	9%	2,500,000.00	4,536,986.30	7,036,986.30	97,500,000.00
8/15/11	9%	2,500,000.00	4,351,438.36	6,851,438.36	95,000,000.00
2/15/12	9%	2,500,000.00	4,310,136.99	6,810,136.99	92,500,000.00
8/15/12	9%	2,500,000.00	4,151,095.89	6,651,095.89	90,000,000.00
2/15/13	9%	2,500,000.00	4,083,287.67	6,583,287.67	87,500,000.00
8/15/13	9%	2,500,000.00	3,905,136.99	6,405,136.99	85,000,000.00
2/15/14	9%	2,500,000.00	3,856,438.36	6,356,438.36	82,500,000.00
8/15/14	9%	2,500,000.00	3,681,986.30	6,181,986.30	80,000,000.00
2/15/15	9%	2,500,000.00	3,629,589.04	6,129,589.04	77,500,000.00
8/15/15	9%	2,500,000.00	3,458,835.62	5,958,835.62	75,000,000.00
2/15/16	9%	2,500,000.00	3,402,739.73	5,902,739.73	72,500,000.00

Exhibit D – Highmark P&I.xls

8/15/16	9%	2,500,000.00	3,253,561.64	5,753,561.64	70,000,000.00
2/15/17	9%	2,500,000.00	3,175,890.41	5,675,890.41	67,500,000.00
8/15/17	9%	2,500,000.00	3,012,534.25	5,512,534.25	65,000,000.00
2/15/18	9%	2,500,000.00	2,949,041.10	5,449,041.10	62,500,000.00
8/15/18	9%	2,500,000.00	2,789,383.56	5,289,383.56	60,000,000.00
2/15/19	9%	2,500,000.00	2,722,191.78	5,222,191.78	57,500,000.00
8/15/19	9%	2,500,000.00	2,566,232.88	5,066,232.88	55,000,000.00
2/15/20	9%	2,500,000.00	2,495,342.47	4,995,342.47	52,500,000.00
8/15/20	9%	2,500,000.00	2,356,027.40	4,856,027.40	50,000,000.00
2/15/21	9%	2,500,000.00	2,268,493.15	4,768,493.15	47,500,000.00
8/15/21	9%	2,500,000.00	2,119,931.51	4,619,931.51	45,000,000.00
2/15/22	9%	2,500,000.00	2,041,643.84	4,541,643.84	42,500,000.00
8/15/22	9%	2,500,000.00	1,896,780.82	4,396,780.82	40,000,000.00
2/15/23	9%	2,500,000.00	1,814,794.52	4,314,794.52	37,500,000.00
8/15/23	9%	2,500,000.00	1,673,630.14	4,173,630.14	35,000,000.00
2/15/24	9%	2,500,000.00	1,587,945.21	4,087,945.21	32,500,000.00
8/15/24	9%	2,500,000.00	1,458,493.15	3,958,493.15	30,000,000.00
2/15/25	9%	2,500,000.00	1,361,095.89	3,861,095.89	27,500,000.00
8/15/25	9%	2,500,000.00	1,227,328.77	3,727,328.77	25,000,000.00
2/15/26	9%	2,500,000.00	1,134,246.58	3,634,246.58	22,500,000.00
8/15/26	9%	2,500,000.00	1,004,178.08	3,504,178.08	20,000,000.00
2/15/27	9%	2,500,000.00	907,397.26	3,407,397.26	17,500,000.00
8/15/27	9%	2,500,000.00	781,027.40	3,281,027.40	15,000,000.00
2/15/28	9%	2,500,000.00	680,547.95	3,180,547.95	12,500,000.00
8/15/28	9%	2,500,000.00	560,958.90	3,060,958.90	10,000,000.00
2/15/29	9%	2,500,000.00	453,698.63	2,953,698.63	7,500,000.00
8/15/29	9%	2,500,000.00	334,726.03	2,834,726.03	5,000,000.00
2/15/30	9%	2,500,000.00	226,849.32	2,726,849.32	2,500,000.00
8/15/30	9%	2,500,000.00	111,575.34	2,611,575.34	0.00

\$125,000,000

\$184,950,342

\$309,950,342

Exhibit D -- Highmark P&I.xls

EXHIBIT E

[RELEASE]

SEE TAB NO. 51

July 1, 2000

Members of the Obligated Group (as defined in the FRRC Indenture)  
320 East North Avenue  
Pittsburgh, PA 15212  
Attn: Jerry J. Fedele, Esq.

Dear Sirs:

Except as defined herein, capitalized terms not defined herein shall have the meanings assigned to them in the FRRC Indenture (as defined below).

Each Member of the Obligated Group hereby unconditionally and irrevocably agrees jointly and severally to indemnify, defend and hold harmless PNC Bank, National Association ("PNC") and each of its officers, directors, employees, affiliates, advisors, representatives, controlling persons, partners, if any, and members, if any, (each an "Indemnified Person") from and against any and all claims, losses, damages, judgments, assessments, costs and other liabilities (including, without limitation, threatened litigation) whether or not asserted in some official form, such as by formal commencement of litigation (collectively, "Claims"), and will reimburse each Indemnified Person for all fees and expenses (including reasonable fees and expenses of counsel) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation (collectively, "Actions"), whether or not in connection with pending or threatened litigation or whether or not such Indemnified Person is a party,

(i) arising from, related to or asserted or imposed in connection with any cause whatsoever in connection with the Floating Rate Restructuring Certificates Indenture dated July 1, 2000 between the Members of the Obligated Group and AllFirst Bank, as Trustee ("FRRC Indenture") or any other related document, or

(ii) arising from, related to or asserted or imposed in connection with any cause whatsoever in connection with the acceleration of the Allegheny County Hospital Development Authority Variable Rate Hospital Revenue Bonds, Series A through D of 1988, and the tendering of the Series D of 1993 (Allegheny General Hospital Project), including the payment in cash of such Bonds;

provided that the Members of the Obligated Group shall not be required to indemnify any Indemnified Person for any Claims to the extent, but only to the extent, determined by a judgment of a court of competent jurisdiction which is no longer subject to appeal or further review to have resulted solely from the willful

misconduct or gross negligence of such Indemnified Person; and provided, further that the parties shall each pay their own costs, expenses and fees including attorneys' fees, incurred with respect to any arbitration proceeding threatened or commenced pursuant to Section 6.6 of the FRRC Indenture, and provided still further that this indemnity shall not supersede any other provision of the FRRC Indenture, if any, allocating fees, costs and expenses as among the parties and in the event of any conflict between this indemnity and the FRRC Indenture, the FRRC Indenture shall control.

Each Indemnified Person agrees to notify Members of the Obligated Group of the assertion of any Claim within a reasonable time after the same is in writing asserted and will from time to time notify Members of the Obligated Group of the progress of such suit or proceeding; provided that failure to notify the Members shall not relieve such Members from any liability which such Members may have on account of this indemnity or otherwise, except to the extent the Members shall have been materially prejudiced by such failure. The Members shall, if requested by an Indemnified Person, assume the defense of any such Action including the employment of counsel reasonably satisfactory to such Indemnified Person. In the event that such Indemnified Person fails to take reasonably appropriate steps the Members of the Obligated Group shall be entitled to undertake the defense thereof.

In the event that the Members shall have assumed the defense, as aforesaid, each Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person, unless: (i) such Member has failed promptly to assume the defense and employ counsel or (ii) the named parties to any such Action (including any impleaded parties) include such Indemnified Person and Members of the Obligated Group, and such Indemnified Person shall have been advised by counsel that there may be one or more rights or legal or other defenses available to which are different from or in addition to those available to the Members; provided that the Members shall not in such event be responsible hereunder for the fees and expenses of more than one firm of separate counsel in connection with any Action in the same jurisdiction, in addition to any local counsel. No Member shall be liable for any settlement of any Action effected without its written consent (which shall not be unreasonably withheld). In addition, the Members will not, without the prior written consent of each Indemnified Person, (i) settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all liabilities arising out of such Action or (ii) make any admissions, file or serve any pleadings or make any other statements (written or oral), or engage in any conduct which might, could or would expose any Indemnified Person to any liability (civil, criminal or other), or

adverse effect in any other action or proceeding other than such Action or have any issue preclusion, res judicata or collateral estoppel effect.

In the event that the foregoing indemnity is unavailable to any Indemnified Person, the Members of the Obligated Group shall contribute to the Claims and fees and expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Members of the Obligated Group, on the one hand, and to such Indemnified Person, on the other hand, of the matters contemplated by this agreement, or (ii) if the allocation provided by the immediately preceding clause is not permitted by the applicable law, not only such relative benefits but also the relative fault of the Members, on the one hand, and each Indemnified Person, on the other hand, in connection with the matters as to which such Claims or fees and expenses relate, as well as any other relevant equitable considerations.

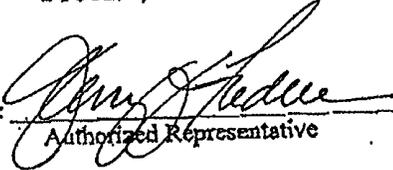
Nothing in this agreement is intended to, nor shall, limit the obligations of the Members of the Obligated Group contained in the FRRC Indenture. No member of the Obligated Group will refer to any Indemnified Person or permit any Indemnified Person to be referred to, in any materials used in marketing the New Bonds without the prior written consent of such Indemnified Person. For purposes of the preceding sentence, each Indemnified Person agrees to the reference to such Indemnified Person contained in the Official Statement; provided that such consent shall not limit any rights of any Indemnified Person to indemnification under this agreement (including without limitation any such rights arising from or in connection with such reference to any Indemnified Person in the Official Statement or any description of any Indemnified Person or the FRRC Indenture).

The reimbursement, contribution and indemnity obligations of the Members set forth herein shall apply to any modification of this agreement and shall remain in full force and effect regardless of any termination of, or the completion of, any Indemnified Person's services under or in connection with the FRRC Indenture.

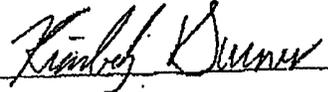
Nothing in this agreement is intended to, nor shall, limit the obligations of the Members of the Obligated Group to indemnify and hold harmless Morgan Guaranty Trust Company of New York ("Morgan") as set forth in the Specific Release dated August 9, 2000 between Allegheny General Hospital and Morgan.

WEST PENN ALLEGHENY SYSTEM, INC  
 THE WESTERN PENNSYLVANIA HOSPITAL  
 SUBURBAN GENERAL HOSPITAL  
 SUBURBAN HEALTH FOUNDATION  
 THE WESTERN PENNSYLVANIA HOSPITAL  
 ALLEGHENY GENERAL HOSPITAL  
 ALLEGHENY UNIVERSITY MEDICAL  
 AUMC/CANONSUBRG  
 ALLEGHENY-SINGER RESEARCH INSTITUTE  
 ALLEGHENY MEDICAL PRACTICE  
 WESTPENN CORPORATE MEDICAL  
 WEST PENN SPECIALITY MSO, INC.  
 AUMC-CANONSBURG AMBULANCE  
 VALLEY DEVELOPMENT & MANAGEMENT.

By: WEST PENN ALLEGHENY HEALTH  
 SYSTEM, INC.

By:   
 Authorized Representative

MORGAN GUARANTY TRUST COMPANY  
 OF NEW YORK

By: 

Receipt

Morgan Guaranty Trust Company of New York hereby acknowledges receipt of the following:

1. The amount of \$30,657,464.89 received on the date hereof in immediately available funds;
2. Floating Rate Restructuring Certificates in the aggregate principal amount of \$14,987,600.00; and
3. Letter of Credit No. 867121 issued by Morgan Guaranty Trust Company of New York in the original stated amount of \$50,756,165.00, and all amendments thereto.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By *Kimberly Duray*

(NY) 274091347-15C001r-21-receipt.wpd

# Document Divider

## **EXHIBIT B**

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY  
HEALTH FACILITIES REVENUE NOTE, SERIES A OF 2006  
(WEST PENN ALLEGHENY FOUNDATION, LLC PROJECT)

**SCHEDULE OF CLOSING DOCUMENTS**

**December 22, 2006**

TERMS USED HEREIN:

Issuer:	Allegheny County Hospital Development Authority
Issuer's Counsel:	Thorp Reed & Armstrong, LLP
Obligor:	West Penn Allegheny Foundation, LLC
Obligor's Counsel:	Judy Hlafcsak, Esquire
Lender:	National City Commercial Capital Corporation
Bond Counsel:	Cohen & Grigsby, P.C.
WPAHS	West Penn Allegheny Health System

***I. BASIC DOCUMENTS***

1. Financing and Security Agreement
2. Note
3. Lease Agreement
4. Assignment of Leases and Rents
5. Form 8038 and Evidence of Filing
6. UCC Financing Statement
7. Assignment of Financing and Security Agreement
8. Tax Regulatory Agreement and No Arbitrage Certificate

***II. ISSUER DOCUMENTS***

9. Closing Certificate of Issuer
  - a. Resolution

10. Public Approval/TEFRA
  - a. TEFRA Notice  
Tribune Review
  - b. Highest Elected Official Approval  
Allegheny County

**III. OBLIGOR DOCUMENTS**

11. Closing Certificate of Obligor
  - a. Certificate of Organization
  - b. Operating Agreement
12. Certificate of WPASH
  - a. Articles of Incorporation
  - b. Bylaws
  - c. 501(c)(3) Determination Letter

13. Certificates of Insurance

14. Lender Commitment Letter

**IV. OPINIONS**

15. Opinion of Counsel to Obligor

16. Opinion of Counsel to Issuer

17. Opinion of Bond Counsel

# Document Divider

**FINANCING AND SECURITY AGREEMENT**

**By and Among**

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**

**and**

**WEST PENN ALLEGHENY FOUNDATION, LLC**

**and**

**NATIONAL CITY COMMERCIAL CAPITAL CORPORATION**

**Dated as of December 22, 2006**

## FINANCING AND SECURITY AGREEMENT

**THIS FINANCING AND SECURITY AGREEMENT**, made as of the 22nd day of December 2006 (the "**Agreement**"), by and among **ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY** (the "**Authority**"), a public body corporate and politic organized pursuant to the laws of the Commonwealth of Pennsylvania, **WEST PENN ALLEGHENY FOUNDATION, LLC**, a Pennsylvania limited liability company (the "**Borrower**"), and **NATIONAL CITY COMMERCIAL CAPITAL CORPORATION** (the "**Purchaser**"), an Ohio Corporation.

### WITNESSETH THAT:

1. The Borrower has asked the Authority for assistance in promoting the efficient and economic operation of its health care facilities and programs through the financing of a project (the "**Project**") consisting of: (a) the acquisition of the equipment described in **Exhibit A** attached hereto (as more fully defined in Section 3 hereof, the "**Equipment**"), and (b) the payment of certain related financing costs. The Authority has agreed, pursuant to resolutions duly adopted, to finance the Project through the issuance of its Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project) in the principal amount of Four Million Nine Hundred Forty Nine Thousand Five Hundred Fifty Five and 66/100 Dollars (\$4,949,555.66) (the "**Note**"), substantially in the form of **Exhibit B**, attached hereto.

2. The proceeds received by the Authority from the sale of the Note will be loaned to the Borrower and applied to payment of costs of the Project as provided in this Agreement. The Purchaser has agreed, subject to the terms and provisions of this Agreement, to purchase the Note from the Authority. The Authority is assigning all of its rights hereunder to the Purchaser, except for the right to indemnification and to payment of certain administrative costs incurred by the Authority.

3. The Borrower is a Pennsylvania limited liability company whose sole member is West Penn Allegheny Health Systems, Inc. ("**WPAHS**"), a Pennsylvania non-profit corporation and an organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). The Borrower has entered into a Lease Agreement dated as of December 22, 2006 (the "**Lease**") with Allegheny General Hospital ("**AGH**") pursuant to which the Borrower will lease the Equipment to AGH.

4. The Authority, the Borrower and the Purchaser are each willing to enter into the transactions described above and herein upon the terms and subject to the conditions hereinafter set forth

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contained and intending to be legally bound hereby, covenant and agree as follows:

Section 1. The Loan. Subject to the conditions set forth herein, the Authority agrees to issue the Note and lend the proceeds thereof (the "**Loan**") to the Borrower for the purpose of paying the costs of the Project. The Borrower hereby covenants and agrees to repay the Loan in accordance with the terms of the Note and Section 7 hereof.

Section 2. The Note. The Authority hereby agrees to issue the Note, in registered form, in the principal amount of \$4,949,555 66 dated December 22, 2006, and bearing interest and having the terms as set forth in **Exhibit B** hereto, the terms and provisions of which are incorporated herein by reference thereto and made a part hereof. The Note shall be issued, executed and delivered to the Purchaser by the Authority upon satisfaction of the conditions enumerated in Section 4 hereof.

Section 3. Security. As security for the due and punctual payment of the Loan, the Borrower hereby grants to the Purchaser a first lien security interest in and to the proceeds of the Note and all equipment purchased with the proceeds of the Note, whether now owned or hereafter at any time arising or acquired by the Borrower and wherever located, including all replacements, additions, accessions, substitutions, repairs, guaranties and securities therefor, and all documents, records, ledger sheets and files relating thereto, including but not limited to the equipment (the "Equipment") identified on **Exhibit A** attached hereto.

As additional security for the payment of the Loan, the Borrower shall execute and deliver an Assignment of Leases and Rents (the "Assignment of Lease" and, together with this Agreement, the Note and any other documents or instruments executed and delivered in connection with the Loan, the "Loan Documents"), substantially in the form of **Exhibit C** hereto, assigning to the Purchaser all of the Borrower's right, title and interest in and to the Lease.

**THIS NOTE IS A LIMITED OBLIGATION OF THE AUTHORITY AND IS PAYABLE SOLELY FROM PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THIS AGREEMENT AND THE ASSIGNMENT OF LEASE. NEITHER THE CREDIT OF THE AUTHORITY NOR THE TAXING POWER OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THE NOTE; NOR SHALL THE NOTE BE OR BE DEEMED AN OBLIGATION OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISION THEREOF. THE AUTHORITY HAS NO TAXING POWER.**

The Borrower's obligations under the Loan Documents are limited obligations secured and payable solely by the security granted herein and by the Assignment of Lease and there shall be no recourse against the general credit of the Borrower or its member.

Section 4. Conditions of Lending and Issuance of Note. The obligation of the Authority to issue the Note and make the Loan hereunder is subject to the fulfillment of the following conditions:

(a) the representations and warranties of the Borrower contained in Section 5 hereof shall be true and correct, and no Event of Default (as specified in Section 11 hereof) and no condition, event or act which, with the giving of notice or the lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing;

(b) concurrently with or prior to the issuance of the Note, the following shall have been furnished: (i) a favorable written opinion of counsel for the Borrower, dated the date of issuance, as to matters relating to the Borrower which may be reasonably required by the Authority and the Purchaser; (ii) a favorable written opinion of Cohen & Grigsby, P.C. ("Note Counsel") as to tax matters which may be reasonably required by the Authority or the Purchaser; and (iii) a favorable

written opinion of counsel to the Authority, dated the date of issuance, as to matters relating to the Authority which may be reasonably required by the Borrower and the Purchaser;

(c) there shall have been delivered to the Authority certificates executed by the Secretary or Assistant Secretary of the Board of Managers of the Borrower, dated the date of issuance of the Note, setting forth the corporate action taken by the Borrower in connection with the Loan and the authorization of the execution, delivery and performance of the Loan Documents, and the excerpts from minutes of meetings of the Borrower's Board of Managers, and copies of its Operating Agreement and Certificate of Organization as the Authority, the Purchaser, or their counsel shall deem appropriate;

(d) all legal matters incident or related to the Loan shall be in form and substance reasonably satisfactory to counsel for the Authority and counsel for the Purchaser;

(e) the Borrower shall provide evidence of insurance identifying the Purchaser, or its designee, as additional insured and lender loss payee of the type and in the amounts set forth in Section 9(f) hereof;

(f) UCC-1 Financing Statements sufficient to perfect the security interest in the Equipment granted pursuant to Section 3 hereof shall have been filed;

(g) the Borrower shall have delivered a certified, executed copy of the Lease;

(h) the Loan Documents shall have been executed by the Borrower and delivered to the Purchaser; and

(i) compliance with such other conditions as shall be reasonably required by the Authority, the Purchaser or their respective counsel.

Section 5. Borrower's Representations and Warranties. To induce the Authority to enter into this Agreement and to make the Loan, and to induce the Purchaser to purchase the Note, the Borrower represents and warrants that:

(a) It is a Pennsylvania limited liability company, whose sole member is West Penn Allegheny Health System, a Pennsylvania nonprofit corporation designated by the Internal Revenue Service as meeting the qualifications of Section 501(c)(3) of the Code;

(b) The execution and delivery of the Loan Documents, and consummation of the transactions therein contemplated, and compliance with the terms and provisions thereof, will not conflict with or result in a breach of any of the terms, conditions or provisions of the Certificate of Organization or Operating Agreement of the Borrower or of any agreement, indenture or other instrument to which the Borrower is a party or by which it is bound or to which it or its property is subject, or constitute a default thereunder, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever (except those created pursuant hereto) upon any of the property of the Borrower pursuant to the terms of any such agreement, indenture or other instrument;

(c) The execution, delivery and performance of this Agreement, and the performance of the transactions contemplated by the provisions hereof, has been duly authorized by all necessary corporate action on the part of the Borrower;

(d) This Agreement has been duly and validly executed and delivered by the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium and other laws effecting the enforcement of creditors' rights generally;

(e) There is no material judgment, litigation or governmental proceeding pending or, to the knowledge of the Borrower or its officers, threatened against the Borrower other than that which has been previously disclosed to the Purchaser in writing;

(f) No consent or approval to the execution and performance of this Agreement and the transactions contemplated hereby not already obtained is required to be obtained by the Borrower from any governmental body, authority, agency, court or other person or entity, public or private, other than the Authority; and

(g) Notwithstanding any provision hereof to the contrary, the Borrower will not take any action or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or circumstances would adversely affect the validity of the Note or cause the interest paid by the Borrower on the Note to be subject to federal income tax in the hands of the holders thereof.

Excepting subparagraph (e) above, all of the representations and warranties of the Borrower set forth herein shall survive and continue until the Loan is paid in full and all of the Borrower's obligations hereunder have been satisfied.

Section 6. Authority Representations and Findings. The Authority hereby confirms its findings and represents that:

(a) The Authority is a public body, corporate and politic established in the Commonwealth of Pennsylvania (the "Commonwealth") pursuant to the Pennsylvania Municipality Authorities Act, as amended, (the "Act"), and is authorized and empowered by the provisions of the constitution and laws of the Commonwealth (including the Act) and its resolutions dated October 23, 2006, November 14, 2006 and December 19, 2006, to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder;

(b) The Project has been approved by Allegheny County, Pennsylvania (through the approval of Allegheny County Council and the Allegheny County Chief Executive, as the highest elected official, as required by the Code,) after a public hearing held upon at least two weeks prior public notice;

(c) The issuance of the Note and the execution of this Agreement have been approved by the Authority at a duly constituted meeting;

(d) Except as otherwise permitted by this Agreement, the Authority covenants that it has not and will not pledge the income and revenues derived from this Agreement other than to secure the Note.

Section 7. Payment Terms. The Borrower hereby covenants and agrees to repay the Loan in accordance with the Note (including any payment schedules attached to the Note) the terms of which are incorporated herein by reference

(a) The Note shall be issued in the principal amount of Four Million Nine Hundred Forty Nine Five Hundred Fifty Five and 66/100 Dollars (\$4,949,555.66), shall be dated December 22, 2006, and shall mature on December 22, 2016 (the "Maturity Date"). Principal and interest on the Note shall be due and payable in 120 monthly installments as set forth in the Note, the first such payment commencing on January 15, 2007, and continuing on the first day of each month thereafter to and including the Maturity Date.

(b) The Borrower acknowledges that the payment amounts provided in (a) above have been calculated on the assumption that each periodic payment will be made on the date when due, and if there is any variation in the actual payment dates, there may be an additional amount for interest due upon maturity of the Note.

(c) At the Purchaser's option, upon the occurrence of an Event of Default (as hereinafter defined) and during the continuance thereof, the Note shall bear interest at a rate per annum (based on a year of 365/366 days and actual days elapsed) which shall be two percent (2.00%) above the interest rate set forth in Section 7(a) above, provided, however that such rate shall not exceed the maximum amount permitted by law from the date of the default (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on the Note.

(d) Borrower shall have the right, at its option, to prepay the Note in whole or in part at any time and from time to time at the following prepayment premiums on the then outstanding principal amount, plus accrued interest to the prepayment date:

- 105% during the first year;
- 104% during the second year;
- 103% during the third year;
- 102% during the fourth year; and
- 101% from and including year 5 through and including year 10.

(e) Payments hereunder shall be made directly to the Purchaser at the address stated in Section 13(c) hereof or such other address as the Purchaser shall have provided in writing to the Borrower.

(f) In the event that any payment due under the Note shall be payable on a Saturday, Sunday or other day on which banking institutions in the City of Pittsburgh are authorized or obligated by law to close, such payment shall be due on the next succeeding business day, with interest from the payment date.

(g) The Authority hereby assigns all of its rights to receive payments under the preceding paragraphs to the Purchaser, and the Borrower hereby agrees to make all of the payments provided for above directly to the Purchaser, provided, however, that upon written direction to the Borrower from the Purchaser, payments hereunder shall be made to the Purchaser's designee. The Borrower shall be entitled to conclusively rely on any such written direction of the Purchaser.

Section 8. Disposition of the Proceeds of the Note.

(a) The entire proceeds of the Note will be paid in accordance with a certificate executed by the Authority, the Borrower and the Purchaser for payment of costs of issuance and for the Project.

(b) The Authority and the Borrower hereby covenant to each other and to the Purchaser that, notwithstanding any other provision of this Agreement or any other instrument, they will make no investment or other use of the proceeds held in the Escrow Fund which would cause the Note to be considered an arbitrage bond under Section 148 or 103(b)(2) of the Code and the regulations thereunder, and that they will comply with the requirements of such Section and regulations throughout the term of the Note.

(c) The Borrower (i) shall not use or direct the use of the Note proceeds in any way, or take or omit to take any other action, so as to cause the interest on the Note to become subject to federal income tax, (ii) shall not use more than 2% of the proceeds of the Note to pay costs of issuance thereof, and (iii) shall not use the proceeds of the Note to acquire, construct or install facilities, the nature of which would cause the interest on the Note to become subject to federal income tax.

Section 9. Covenants of Borrower. Until the Loan has been entirely repaid as provided in Section 7 hereof, and all of its obligations to the Authority in connection therewith and herewith have been satisfied, the Borrower hereby covenants that:

(a) *Maintenance of Status.* The Borrower covenants to maintain its status as a single member limited liability company, whose sole member is an organization described in Section 501(c)(3) of the Code and exempt from Federal income taxation under Section 501(a) of the Code. The Borrower will not use or permit the use of the proceeds of the Note (i) by any person that is not a "state or local governmental unit" or an organization described in Section 501(c)(3) of the Code, both within the meaning of Section 150 of the Code or (ii) by an organization described in Section 501(c)(3) of the Code in an "unrelated trade or business" within the meaning of Section 513(a) of the Code, in each case in such a manner or to such an extent that would result in the interest on the Note being included in the gross income of any registered owners of the Note for federal income tax purposes.

(b) *Maintenance of Existence.* The Borrower will maintain its existence as a Pennsylvania limited liability company qualified to do business in the Commonwealth.

(c) *Payment of Authority's Fees and Expenses.* The Borrower will pay the Authority's standard administration fees and all reasonable expenses, including legal and accounting fees, incurred by the Authority in connection with the issuance of the Note and the performance by the Authority of its functions and duties under this Agreement. The Borrower will pay to the Authority an application fee of \$500.00, a closing fee of \$4,949.56 together with a legal fee of \$5,000, upon the execution and delivery of this Agreement. The Borrower will also pay an annual fee equal to \$1,237.89, on the day of closing and on each December 1<sup>st</sup> thereafter during the term of this Agreement.

The Borrower shall also pay any other administrative expenses incurred by the Authority in connection with any document executed by the Authority with regard to the Loan, and any such additional fees and expenses (including reasonable attorney's fees) incurred by the Authority in connection with inquiring into, or enforcing the performance of the Borrower's obligations hereunder. Such payments are due within thirty days of receipt of an invoice from the Authority requesting payment of such amounts.

The Borrower shall reimburse the Authority for all reasonable costs and expenses, including, without limitation, reasonable attorney's fees, paid or incurred by the Authority in connection with any amendments or modifications of this Agreement, the Note, or to any document, instrument or agreement related hereto or thereto, and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications.

(d) *Indemnity Against Claims.* The Borrower agrees that the Authority and the Purchaser and the members, officers, attorneys, agents and employees thereof shall not be liable for and the Borrower covenants and agrees to protect, exonerate, defend, indemnify and save the Authority and the members, officers, attorneys, agents and employees thereof and the Purchaser, its officers, directors, agents and employees, harmless from and against (a) any and all costs, damages or liabilities which may arise out of the issuance of the Note or arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement and (b) all reasonable costs, claims, losses, fines, penalties, expenses (including but not limited to out-of-pocket and incidental expenses, legal fees and expenses) counsel fees, expenses and liabilities incurred in or about the defense of any such claims or actions or proceedings brought thereon. The Borrower may, at its cost and in its name or in the name of the Authority, prosecute or take any other action involving third persons which the Borrower deems necessary in order to insure or protect the Borrower's rights under this Agreement; in such event, the Authority will reasonably cooperate with the Borrower, but at the sole expense of the Borrower.

The Authority or the Purchaser shall give prompt written notice to the Borrower of any claim asserted against the Authority, its members, officers, attorneys, agents, or employees, or the Purchaser when such claim becomes known and which, if sustained, may result in liability of the Borrower hereunder; provided, however, that the failure of the Authority or the Purchaser or their respective officers, directors, agents or employees to give such notice shall not relieve the Borrower from its obligations to protect, exonerate, defend, indemnify and save the Authority and its members, officers, attorneys, agents or employees or the Purchaser and its officers, directors, agents and employees harmless as aforesaid, except to the extent that the failure to give such notice results in actual loss or damage to the Borrower. In case any such action or proceeding is brought against the Authority, its members, officers, attorneys, agents or employees, or the Purchaser, its officers, directors, agents or employees, by reason of any such claim, the Borrower, upon notice as aforesaid, covenants and agrees diligently to resist or defend such action or proceedings; provided, however, that the indemnified party or parties will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by the Borrower. The foregoing indemnification obligations shall survive the termination of this Agreement.

Notwithstanding anything contained herein to the contrary, the Borrower shall not be obligated to indemnify or hold harmless the Authority or its members, officers, attorneys, agents or employees for its or their gross negligence or willful misconduct or the Purchaser, its officers,

directors, agents or employees, for its or their gross negligence or willful misconduct. The provisions of this paragraph (d) shall survive the termination of this Agreement.

(e) *Taxes, Other Governmental Charges and Utility Charges.* The Borrower shall pay, or cause to be paid before the same become delinquent, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. The Borrower may, at its expense, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Authority or the Purchaser shall notify the Borrower that, in the opinion of counsel, by nonpayment of any such items the security described in Section 3 will be materially endangered, in which event such taxes, assessments or charges shall be paid promptly. If the Borrower shall fail to pay any of the foregoing items required by this Section to be paid by it, the Authority or the Purchaser may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Authority or the Purchaser shall become an additional obligation of the Borrower to the one making the advancement, which amounts the Borrower agrees and covenants to pay.

(f) *Insurance.* The Borrower shall obtain or cause to be obtained insurance policies insuring the Equipment against such risks, and in such amounts, as are customarily insured against by entities owning equipment of like kind, and operating facilities of like size and kind, paying as the same become due and payable, all premiums in respect thereof.

Each policy shall name the Purchaser, or its designee, as an additional insured, and provide for written notice to the Purchaser, or its designee, prior to any cancellation, nonrenewal or material reduction of such insurance. The Borrower shall, upon request, provide the Purchaser with certificates from the insurers at such times as may be necessary (but in no event less than once each year) to show that insurance is being maintained as required by this paragraph (f). In the event of a claim on such insurance for damage or destruction to the Equipment, then the proceeds shall be deposited in escrow and applied to the repair or replacement of the damaged or destroyed Equipment to its previous condition unless the proceeds, in the judgment of the Borrower, are insufficient therefor, in which event they shall be applied to the payment or prepayment of the Note, as appropriate.

(g) *Prohibition of Liens/Encumbrances; Transfer of Equipment.* The Borrower shall not create or suffer to be created by any other person other than (i) the Purchaser and (ii) AGH pursuant to the Lease, any lien, security interest, pledge or other encumbrance on the Equipment. The Borrower further agrees to pay or cause to be discharged or make adequate provision to satisfy and discharge, after the same shall become due, any such lien or charge and also all lawful claims or demands for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the Equipment, or any part thereof or the revenues or income therefrom. Nothing in this Section shall require the Borrower to pay or cause to be discharged or make provision for any such lien or charge so long as the validity thereof shall be contested in good faith and so long as the Equipment, or any part thereof is not subject to loss or forfeiture. The Borrower may not, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, sell, transfer, convey, hypothecate or otherwise dispose of any of the Equipment unless the Note and any other amounts to Purchaser are paid in full in connection therewith.

(h) *Litigation.* The Borrower shall promptly notify the Purchaser in writing as soon as the Borrower has any knowledge of any threatened or pending litigation or governmental or regulatory proceeding against, or investigation of, the Borrower, the outcome of which may have a material or adverse affect on the finances or operations of the Borrower.

(i) *Judgments.* The Borrower shall promptly notify the Purchaser in writing as soon as the Borrower has any knowledge of any judgments entered against it and for which the Borrower is uninsured.

(j) *Expenses.* The Borrower shall pay or reimburse the Purchaser and the Authority for all out-of-pocket expenses that the Purchaser or the Authority may incur in connection with this Agreement, in the making of any loans hereunder, or the collection of the indebtedness created hereunder, including but not limited to reasonable attorneys' fees.

(l) *Compliance with Laws.* The Borrower will at all times comply in all material respects with all material applicable requirements of federal, state and local laws and with all material applicable lawful requirements of any agency, board or commission created under the laws of the Commonwealth or of any other duly constituted public authority, and will use, and permit the use of, the Equipment only for such purposes as are lawful under the Act; provided that the Borrower shall be deemed in compliance with this Section so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

(m) *Restricted and Prohibited Activities.* The Authority and the Borrower covenant that no portion of the proceeds of the Note shall be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(n) *Notice and Certification With Respect to Bankruptcy Proceedings.* The Borrower shall promptly notify the Authority and the Purchaser of the occurrence of any of the following events and shall keep the Purchaser and the Authority informed of the status of any petition in bankruptcy filed (or bankruptcy or similar proceeding otherwise commenced) against the Borrower: (i) application by the Borrower for or consent by the Borrower to the appointment of a receiver, trustee, liquidator or custodian or the like of itself or of its property, or (ii) admission by the Borrower in writing of its inability to pay its debts generally as they become due, or (iii) general assignment by the Borrower for the benefit of creditors, or (iv) adjudication of the Borrower as a bankrupt or insolvent, or (v) commencement by the Borrower of a voluntary case under the United States bankruptcy Code or filing by the Borrower of a voluntary petition or answer seeking reorganization of the Borrower, an arrangement with creditors of the Borrower or an order for relief or seeking to take advantage of any insolvency law or filing by the Borrower of an answer admitting the material allegations of an insolvency proceeding, or action by the Borrower for the purpose of effecting any of the foregoing, (vi) if without the application, approval or consent of the Borrower, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking in respect of such Borrower an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of the Borrower or of all or any substantial part of its assets, or other relief in respect thereof under any bankruptcy or insolvency law.

(o) *No Defense or Set-Off* The obligations of the Borrower to make or cause to be made repayments of the Loan shall be absolute and unconditional without defense by the Borrower under this Agreement or under any other agreement between the Borrower and the Authority or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Equipment, commercial frustration of purpose, or failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, it being the intention of the parties that the payments required of the Borrower hereunder will be paid in full when due without any delay or diminution whatsoever.

(p) *Assignment of Authority's Rights.* As security for the payment of the Note, the Authority will assign to the Purchaser all the Authority's rights under this Agreement (except the rights of the Authority to receive payments under Section 9(c), 9(d) and 9 (j)). The Borrower consents to such assignment and agrees to make all other payments hereunder and under the Note directly to the Purchaser or its assignee without defense or set-off by reason of any dispute between the Borrower and the Authority.

(q) *Additional Information.* The Borrower agrees, whenever reasonably requested by the Purchaser or the Authority, to provide and certify or cause to be provided and certified such information concerning the Borrower, the finances of the Borrower and the Equipment as the Purchaser or the Authority considers necessary to enable it to make any reports or supply any information required by law, governmental regulation or otherwise.

(r) *Actions on Determination of Taxability.* In the event that interest paid on the Note is at any time finally determined to be subject to federal income taxation, the Borrower shall, promptly upon being advised of such determination, execute amendments to the Note and this Agreement which shall provide for, among other things, payment of interest on the Note at a revised rate of interest that includes sufficient additional amounts to provide the Purchaser (or any assignee of Purchaser) with a yield equivalent to the Purchaser's yield on the Note prior to such determination of taxability.

Section 10. Purchase of the Note. The Purchaser hereby agrees to purchase Note from the Authority for a purchase price of \$4,949,555.66, but only upon satisfaction of all of the following conditions:

(a) the Loan Documents, including the assignment of the Authority's rights under this Agreement (except the rights to receive payments under Section 9(c), 9(d) and 9(j)), shall all be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to by the Purchaser; and

(b) the Authority shall have approved the issuance of the Note pursuant to the Act and all of the conditions to making the Loan set forth in Section 4 hereof shall have been satisfied.

Section 11. Events of Default. The following shall each constitute an Event of Default hereunder:

(a) the Borrower shall fail to make any payment under the Note within ten (10) days of when due;

(b) there shall be a default under the Lease or the Assignment of Lease and such default has not been cured within 30 days after prior written notice thereof from the Purchaser to the Borrower;

(c) any representation or warranty made herein, or in any certificate or financial or other statement furnished pursuant to the provisions hereof, shall have been false or misleading in any material respect as of the time made or furnished;

(d) the filing by or against the Borrower of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceedings, or any assignment by the Borrower for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Borrower held by or deposited with Purchaser or an escrow agent and not discontinued or discharged within sixty (60) days after filing or institution thereof;

(e) the commencement of any foreclosure proceeding, execution or attachment against any collateral securing the obligations of the Borrower to Purchaser; or

(f) the failure of Borrower to observe or perform any covenants or other agreement with Purchaser contained in the Loan Documents, or any other document delivered in connection therewith and such failure shall not be remedied for a period of thirty (30) days after the Purchaser has given notice to the Borrower.

Section 12. Remedies on Default. Upon the occurrence of an Event of Default:

(a) immediately and without further notice to the Borrower, the Authority, the Purchaser or any subsequent holder of the Note may declare the Note and interest accrued thereon and all liabilities of the Borrower thereunder to be immediately due and payable, and the same shall thereupon become and be due and payable, without presentment, demand, protest or notice of any kind to the Borrower, all of which are hereby expressly and knowingly waived; and/or

(b) the Purchaser may exercise any other remedies at law or in equity.

Section 13. Miscellaneous

(a) *Limitation of Liability of Authority*. This Agreement and the Note are limited obligations of the Authority. The liability of the Authority under this Agreement and the Note shall be limited to and payable solely from the proceeds resulting from the sale of the Note and the Assignment of Lease and there shall be no other recourse against the Authority. Neither the general credit nor the taxing power of the Commonwealth of Pennsylvania or any other political subdivision thereof is pledged to the payment of the Note or the performance of the Authority's obligations under this Agreement. The Authority has no taxing power.

It is understood and agreed that the Authority is not generally liable for the debt or any portion of the debt evidenced by this Agreement, the Note, or interest thereon, and subject to the provisions of Section 9(d) of this Agreement, neither is the Authority nor are the members of the

Authority, the agents, attorneys or employees of the Authority, or their respective heirs, personal representatives or successors generally or personally liable in connection with any matter, cause or thing pertaining to the Note or the issuance thereof, this Agreement or any instruments and documents executed and delivered by the Authority in connection with this Project.

No covenant or agreement contained in this Agreement or the Note shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the Authority in an individual capacity. No recourse shall be had for the payment of the principal, the interest thereon, if any, payable upon the redemption of the Note or any claim based thereon against any officer, member, agent, attorney or employee of the Authority, past, present or future, or its successors or assigns, as such, either directly or through the Authority, or any such successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of and as a consideration for the execution and delivery of this Agreement and the Note.

(b) *Notices.* Notice hereunder shall be effective upon receipt and shall be given by personal service or by certified or registered mail, return receipt requested, to:

The Authority -

Allegheny County Hospital Development Authority  
425 Sixth Avenue, Suite 800  
Pittsburgh, PA 15219  
Attention: Authorities Manager

The Borrower -

West Penn Allegheny Foundation, LLC  
c/o: West Penn Allegheny Health System, Inc.  
Allegheny General Hospital  
320 East North Avenue, 16<sup>th</sup> Floor  
Pittsburgh, PA 15212  
Attention: President

With a copy to:

West Penn Allegheny Health System, Inc.  
East Commons Professional Building  
Four Allegheny Center, 9th Floor  
Pittsburgh, PA 15212  
Attention: General Counsel

The Purchaser -

National City Commercial Capital Corporation  
995 Dalton Avenue  
Cincinnati, OH 45203

(c) *Severability.* If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the

balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof

(d) *Applicable Law.* This Agreement shall be deemed to be a contract made in Pennsylvania and governed by the laws thereof.

(e) ***WAIVER OF JURY TRIAL.*** THE AUTHORITY, THE BORROWER AND THE PURCHASER EACH IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY SUCH DOCUMENTS. THE AUTHORITY, THE BORROWER AND THE PURCHASER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS VOLUNTARY.

(f) *Assignment; Successors and Assigns.* The Borrower shall not assign this Agreement or any interest of the Borrower herein, either in whole or in part, without the prior written consent of the Purchaser. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and the terms "Authority" and "Borrower" and "Purchaser" shall, where the context requires, include the respective successors and assigns of such persons.

(g) *Amendments.* This Agreement may not be amended except by an instrument in writing signed by the parties.

*Term of Agreement.* This Agreement and the respective obligations of the parties hereto shall be in full force and effect from the date hereof until the principal of and all interest on the Note and all other sums payable hereunder shall have been paid; provided, however, the provisions of Section 9, with respect to indemnification of the Authority, shall survive

(h) *Headings.* The captions or headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

(i) *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By: [Signature]  
Assistant Secretary

By: [Signature]  
Name: James M. Edwards  
Title: Chairman

ATTEST:

WEST PENN ALLEGHENY FOUNDATION  
LLC

By: West Penn Allegheny Health System

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL CITY COMMERCIAL CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Name: James M. Edwards  
Title: Chairman

ATTEST:

WEST PENN ALLEGHENY FOUNDATION  
LLC

By: West Penn Allegheny Health System

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NATIONAL CITY COMMERCIAL CAPITAL  
CORPORATION

By:   
Name: Sean D. McAlister  
Title: Vice President

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EXHIBIT A

Description of Equipment

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment of Leases"), made this 22nd day of December, 2006, by WEST PENN ALLEGHENY FOUNDATION, LLC, a single member limited liability company ("Assignor"), to NATIONAL CITY COMMERCIAL CAPITAL CORPORATION, an Ohio corporation (hereinafter called "Assignee").

**WITNESSETH THAT:**

WHEREAS, the Allegheny County Hospital Development Authority (the "Authority") issued its Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project), in the principal amount of \$4,949,555.66 (the "Note") under a Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") among the Assignor, the Assignee and the Authority for the purpose of financing the acquisition of certain equipment and the payment of certain related financing costs; and

WHEREAS, as security for the Note, the Assignor has granted to the Assignee a first lien security interest in and to all equipment purchased with the proceeds of the Note, whether now owned or hereafter at any time arising or acquired by the Assignor and wherever located, including all replacements, additions, accessions, substitutions, repairs, guaranties and securities therefore, and all documents, records, ledger sheets and files relating thereto, including but not limited to the equipment (the "Equipment") identified on Exhibit A, attached hereto and hereby made a part hereof; and

WHEREAS, as additional security for performance of Assignor's obligations under the Note (and any extensions and/or modifications thereof), Assignor has agreed to assign to Assignee, all of Assignor's rights under that certain Lease Agreement dated December 22, 2006 (the "Equipment Lease"), between the Assignor and Allegheny General Hospital, a Pennsylvania nonprofit corporation ("AGH"), relating to the Equipment; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignment of Leases. Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest and privileges in the Equipment Lease, including, but not limited to all licenses, if any, and any other agreements entered into between Assignor and AGH, now or hereafter in existence with respect to the Equipment or any part thereof, together with any extension or renewal of any such lease (collectively, the "Lease"). This Assignment includes:

- (a) all rents, income and profits due or to become due under the Lease, or any of them;
- (b) any sums to which Assignor may become entitled in any court proceeding involving the bankruptcy, insolvency or reorganization of any lessee; and
- (c) any payments made by any lessee in lieu of rent.

2. Limitations on Assignment.

(a) This Assignment is given for the purpose of securing performance by Assignor of all of its obligations under the Financing Agreement, and accordingly will terminate, upon payment in full of all indebtedness evidenced by the Note, and discharge of all Assignor's other obligations under the Note.

(b) So long as Assignor has not received notice of default, if required, under the Note, or this Assignment, Assignor shall have the right to collect all rents, issues and profits from the Equipment and to retain, use and enjoy the same; provided, Assignor agrees that it will not under any circumstances collect or accept any rent more than 30 days prior to accrual.

3. Assignor's Obligations Assignor agrees that it will perform all of its obligations as lessor under the Lease and enforce the performance by AGH of its obligations under the Lease. Upon a default or Event of Default (as defined in the Financing Agreement) or under the Note, Assignor will not terminate the Lease, or any of them, or accept surrender of possession of any Equipment covered by any Lease, or modify any Lease, grant waivers or excuse, condone or release any lessee or any guarantor or surety of any lessee's obligations without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

4. Cross Default. Any default by Assignor under the Note, or any judicially determined default by Assignor under any of the Lease which shall not be cured by Assignor within the applicable cure periods, if any, shall be considered a default under this Assignment, and any default under this Assignment shall be considered a default under the Note and in any such event, Assignee shall be entitled to exercise all or some or any of its remedies under the Note or under this Assignment, or as may otherwise be available to Assignee at law or in equity, in such order as Assignee may elect.

5. Assignee Not Bound to Perform Under Leases. Notwithstanding any presumption to the contrary, Assignee shall not be obligated by reason of acceptance of this Assignment to perform any obligation of Assignor as lessor under the Lease, and Assignor hereby agrees to indemnify Assignee and save it harmless from and against any loss, liability or damage arising from any claim by any lessee or any other party arising under or in connection with the Lease, or any of them, or this Assignment except gross negligence or willful misconduct. However, Assignee may, at its option, and without releasing Assignor from any obligation hereunder, after ten (10) days' written notice, except in emergency, discharge any obligation which Assignor fails to discharge, including without limitation, defending any legal action, and Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, together with interest thereon at the rate provided for in the Note and the same shall be added to the indebtedness evidenced by the Note and secured by this Assignment.

6. Warranties of Assignor. Assignor hereby represents and warrants to Assignee, as a material inducement to Assignee to accept this Assignment, that:

(a) As of the date hereof, except as stated hereinabove, there is no prior assignment of any of Assignor's rights under the Lease; and

(b) As of the date hereof, there is no agreement, written or oral, modifying any term of the Lease, or waiving or releasing any lessee from any obligation thereunder; and

(c) Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under any of the provisions hereof.

7. Notice to Lessees. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to the lessees under the Lease, or some or any of them. AGH is authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a notice to such effect, which notice shall not be given unless Assignor is in default hereunder or under the Note, accompanied by a demand for such payment, without any further proof of Assignor's default.

8. Security Agreement. This Assignment constitutes a security agreement pursuant to the Pennsylvania Uniform Commercial Code, and Assignee shall have all of the rights and remedies of a secured party thereunder. Assignor shall deliver to Assignee such financing statements, continuation statements, and other instruments necessary to perfect or continue Assignee's security interest granted hereunder.

9. Benefit and Burdens. This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Equipment, and shall inure to the benefit of Assignee and its successors and assigns, including any assignee(s) of the Note.

10. Notices. All notices or demands hereunder must be served by personal service, or by certified or registered mail, postage prepaid, addressed to the parties as follows:

Assignor: West Penn Allegheny Foundation, LLC  
c/o: West Penn Allegheny Health System, Inc.  
Allegheny General Hospital  
320 East North Avenue, 16<sup>th</sup> Floor  
Pittsburgh, PA 15216

Copy to General Counsel

West Penn Allegheny Health System, Inc.  
East Commons Professional Building  
Four Allegheny Center, 9th Floor  
Pittsburgh, PA 15212  
Attention: General Counsel

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Assignee: National City Commercial Capital Corporation  
995 Dalton Avenue  
Cincinnati, OH 45203

Either party may change the address to which notices shall be sent by notice to the other given in accordance with this paragraph.

11. Applicable Law. This Assignment of Leases and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

ATTEST:

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: West Penn Allegheny  
Health System

By: \_\_\_\_\_  
(Asst.) Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**ACKNOWLEDGMENT OF ALLEGHENY GENERAL HOSPITAL OF THE ASSIGNMENT OF  
LEASES AND RENTS**

**Acknowledged and Consented by**

**ALLEGHENY GENERAL HOSPITAL**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

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EXHIBIT A  
DESCRIPTION OF EQUIPMENT



# Original Invoice

Invoice No: 22691465	Your P O : JM617306	Invoice Date: 09/27/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/28/2006
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212		Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119		Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
9.000	44.00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface English Language decals Light Neutral End Panels VERSACARE FRAME	\$8 735.28	384 352.32
9.001	44.00	P3200D000076	H201AD2052 H201AD2053 H201AD2057 H201AD2060 H202AD2187 H202AD2189 H202AD2190 H202AD2192 H202AD2195 H202AD2196 H202AD2198 H202AD2199 H202AD2200 H202AD2202 H202AD2205 H202AD2206 H202AD2208 H202AD2209 H267AD8614 H267AD8615 H267AD8618 H267AD8620 H267AD8626 H267AD8629 H267AD8635 H267AD8637 H267AD8641 H267AD8644 H268AD8725 H268AD8727 H268AD8729 H268AD8731 H268AD8739 H262AD8218 H262AD8220 H262AD8221 H262AD8223 H262AD8224 H262AD8226 H263AD8401 H263AD8404 H263AD8407 H263AD8412 H263AD8413		
9.002	44.00	P2217	IV POLE		
9.003	44.00	P3251ED	P3251ED VERSACARE DYNAMIC		
9.004	44.00	P3307A01	PENDANT WITH NEL		
9.005	44.00	P3792Z7D	COMMUNICATION CABLE		
Sub Total:					384 352.32
Total					384,352.32

U.S. Customers Send Payment To:		Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable Int'l ID #: 35-0382072
Hill-Rom PO Box 643592 Pittsburgh PA 15284-3592		
Wire Payment:	For Questions / Correspondence Please Contact:	
JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	Hill-Rom Company 1069 State Road 48 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID #: 35-1538921	



# Original Invoice

Invoice No: 22692137	Your P.O.: JM817306	Invoice Date: 09/28/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/27/2006
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212		Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119		Ship To Customer: 600121

Line	Qty	Product No	Product Description / Serial No.	Unit Price	Extended Price
3 000	28.00	SPO2RT	<b>SPO2RT BED SYSTEM</b> SpO2rt Bed System TC-655 SpO2rt Package Features Include: Voltage 120, English labels SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster	\$20 380 80	\$570.654 00
3 001	28 00	P1900K006837	<b>TOTALCARE FRAME</b> H262AM7657 H262AM7658 H263AM7621 H263AM7624 H264AM7626 H264AM7628 H264AM7631 H264AM7634 H264AM7636 H264AM7637 H264AM7639 H264AM7641 H264AM7643 H264AM7644 H264AM7645 H264AM7646 H264AM7651 H264AM7652 H264AM7656 H264AM7662 H265AM7664 H265AM7665 H265AM7667 H265AM7669 H265AM7673 H265AM7675 H265AM7679 H265AM7686		
3 002	28 00	P1921BM07	<b>TOTALCARE HEADBOARD</b>		
3 003	28 00	P1915ED5	<b>TOTALCARE PULMONARY SURFACE</b>		
3 004	28 00	P1923BM07	<b>TOTALCARE TRANSPORT SHELF</b>		
10.000	44 00	VERSACAREAIR	<b>VERSACARE WITH AIR</b> VersaCare Package VC755 Features include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call, Universal TV and Lighting and Composer Online Patient Position Monitor 120 Volt Power Supply Air Surface, English Language decals Light Neutral End Panels-	6.735 28	384 352 32
10 001	44 00	P3200D000076	<b>VERSACARE FRAME</b> H201AD2107 H201AD2108 H201AD2110 H201AD2111 H201AD2121 H201AD2122 H202AD2124 H202AD2141 H202AD2144 H202AD2147 H202AD2148 H202AD2149 H202AD2150 H202AD2155 H202AD2156		

<b>U.S. Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh, PA 15254-3592		<b>Visa and MasterCard Accepted</b> Past due balances subject to a 1% per month late charge where applicable  Int'l ID #: 35-0382072
<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number		<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1069 Slate Road 48 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22692137	Your P O : JM817306	Invoice Date: 09/28/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/27/2006

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 6772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
10.002	44.00	P2217	H202AD2156 H202AD2159 H202AD2160 H202AD2152 H202AD2168 H202AD2220 H202AD2200 H202AD2209 H202AD2272 H202AD2289 H202AD2292 H202AD2293 H202AD2294 H202AD2297 H202AD2298 H202AD2299 H202AD2301 H202AD2302 H202AD2292 H202AD2297 H202AD2295 H202AD2296 H202AD2297 H202AD2298 H202AD2299 H202AD2290 H202AD2291 H202AD2292 H202AD2293 H202AD2294 H202AD2295 H202AD2296 H202AD2297 H202AD2298 H202AD2299		
10.003	44.00	P3251ED	IV POLE P3251ED VERSACARE DYNAMIC		
10.004	44.00	P3207AG1	PENDANT WITH NEL		
10.005	44.00	P379227D	COMMUNICATION CABLE		
40.000	3.00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface, English Language decals.	8,735.28	26,205.84
40.001	3.00	P3200D000076	Light Neutral End Panels - VERSACARE FRAME H263AD6301 H263AD6305 H263AD6402		
40.002	3.00	P2217	IV POLE		
40.003	3.00	P3251ED	P3251ED VERSACARE DYNAMIC		
40.004	3.00	P3207AG1	PENDANT WITH NEL		
40.005	3.00	P379227D	COMMUNICATION CABLE		
Sub Total:					\$981,212.16
Total					\$981,212.16

U.S. Customers Send Payment To:  
  
Hill-Rom  
PO Box 643592  
Pittsburgh, PA 15264-3592

Visa and MasterCard Accepted  
Past due balances subject to a 1% per month late charge where applicable  
In(') ID #: 35-0382072

Wire Payment:  
  
JP Morgan  
101 Monument Circle  
Indianapolis, IN 46277  
Account #: 1923-4662-1  
ABA Routing #: 074000010  
Please reference your invoice number

For Questions / Correspondence Please Contact:  
  
Hill-Rom Company  
1069 State Road 46 East  
Batesville, IN 47006  
Phone #: 812-934-7550  
Fax #: 812-934-8539  
Federal Tax ID #: 35-1538921



# Original Invoice

Invoice No: 22699397	Your P O : JMB17308	Invoice Date: 10/19/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 12/17/2006
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 8772 PITTSBURGH PA 15212		Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119		Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
39 000	15 00	SPO2RT	<b>SPO2RT BED SYSTEM</b> SpO2rt Bed System TC-655 SpO2rt Package Features include: Voltage 120. English labels. SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster	520 380 50	\$305 707 50
39 001	15 00	P1900K008837	<b>TOTALCARE FRAME</b> H265AM7671 H266AM7899 H268AM7769 H270AM7769 H270AM7772 H270AM7773 H270AM7775 H270AM7782 H270AM7793 H271AM7814 H271AM7818 H271AM7820 H272AM7840 H272AM7941 H272AM7851		
39 002	15 00	P1921BM07	<b>TOTAL CARE HEADBOARD</b>		
39 003	15 00	P1915ED5	<b>TOTAL CARE PULMONARY SURFACE</b>		
39 004	15 00	P1923BM07	<b>TOTAL CARE TRANSPORT SHELF</b>		
42 000	23 00	TOTALCAREACC	<b>TOTALCARE ACCESSORIES</b> TotalCare Accessory Set of 2 Permanent IV PolesENG <b>SET OF 2 PERM IV POLES-ENGLISH</b>	172 80	3 974 40
42 001	23 00	P1924B110			
49 000	35 00	P379PB80	<b>COMMUNICATION CABLE</b>		
Sub Total:					\$309,681.90
<b>Total</b>					<b>\$309,681.90</b>

<b>U.S. Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	<b>Visa and MasterCard Accepted</b> Past due balances subject to a 1% per month late charge where applicable  Int'l ID #: 35-0382072
<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1069 State Road 48 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921



# Original Invoice

Invoice No: 22702581	Your P.O. : JMB17306	Invoice Date: 10/26/2008
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 12/25/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
35 000	9 00	EXCELCARE	EXCELCARE ExcelCare Bed System EC155 Package Features Include: Voltage 120, English labels, Foam-Pressure Reduction Surface in Bed Scale	\$21,760 00	\$195,840 00
35 001	9 00	P610BCAP	EXCEL CARE BARIATRIC BED ES210143 ES210151 ES210169 ES210160 ES210164 ES210165 ES210166 ES210167 ES210168		
35 002	9 00	P614A	EXCEL CARE PENDANT		
35 003	9 00	P617ACAP	EXCEL CARE AIR SUPPLY UNIT ER301134 ER301135 ER301136 ER301137 ER301138 ER301140 ER301141 ER301142 ER301143		
35 004	9 00	P612EB	EXCEL CARE FOAM MATTRESS ASSY		
51.000	36 00	P379P89D	COMMUNICATION CABLE		
Sub Total:					\$195 840 00
<b>Total</b>					<b>\$195,840 00</b>

**U S Customers Send Payment To:**  
  
 Hill-Rom  
 PO Box 643592  
 Pittsburgh, PA 15264-3592

Visa and MasterCard Accepted  
 Past due balances subject to a 1% per month late charge where applicable  
 Int'l ID #: 35-0382072

**Wire Payment:**  
  
 JP Morgan  
 101 Monument Circle  
 Indianapolis, IN 46277  
 Account #: 1923-4862-1  
 ABA Routing #: 074000010  
 Please reference your invoice number

**For Questions / Correspondence Please Contact:**  
  
 Hill-Rom Company  
 1069 State Road 46 East  
 Batesville, IN 47006  
 Phone #: 812-934-7660  
 Fax #: 812-934-8539  
 Federal Tax ID #: 35-1536921

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22705313	Your P O : JM817306	Invoice Date: 11/02/2005
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 01/01/2007

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
59 000	1 00	EXCELCARE	EXCELCARE ExcelCare Bed System EC185 Package Features Include: Voltage 120 English labels, Foam-Pressure Reduction Surface In Bed Scale	\$21 760 00	\$21,760 00
59 001	1 00	P610BCAP	EXCEL CARE BARIATRIC BED		
59 002	1 00	P614A	ES210177 EXCEL CARE PENDANT		
59 003	1 00	P617ACAP	EXCEL CARE AIR SUPPLY UNIT		
59 004	1 00	P612EB	ER201139 EXCEL CARE FOAM MATTRESS ASSY		
Sub Total:					\$21,760 00
<b>Total</b>					<b>\$21,760.00</b>

<p>U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643592          Pittsburgh, PA 15284-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID # 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis IN 46277          Account #: 1023-4852-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1089 State Road 46 East          Batesville, IN 47006          Phone #: 812-934-7550          Fax #: 812-834-8539          Federal Tax ID # 35-1538621</p>
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# Original Invoice

Invoice No: 22717929	Your P.O.: JM817308	Invoice Date: 12/07/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 02/05/2007

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
55 000	40 00	TRANSTAR	<b>TRANSTAR PROCEDURAL STRETCHER</b> Transtar Procedural Stretcher Package PC-450 Features Include: 30" (762 mm) Width Non-Radiolucent Surface 4" (101 mm) thick mattress Ergonomic Push Handles at Head IV Pole Located at Head 5th Wheel Steering. Non-Conductive Caster Knees Gatch Accent Color- Red Decal - Blank Head End Siderail Gap Firecode Not Required <b>ATTENTION:</b> Possible fire hazard if exposed to flame or smoldering sources This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101) Always confirm that use of this product meets applicable fire codes Stretcher Warranty: 3 years parts. 2 years mattress. 1 year Service	\$3,407.25	5136 290 00
55.001	40 00	P600D006580	<b>TRANSTAR STRETCHER FRAME</b> H331AN2933 H331AN2934 H331AN2935 H331AN2940 H331AN2941 H331AN2942 H331AN2943 H331AN2944 H331AN2945 H331AN2947 H331AN2948 H331AN2949 H331AN2952 H331AN2953 H331AN2954 H332AN2992 H332AN2993 H332AN2994 H332AN2999 H332AN3000 H332AN3001 H332AN3003 H332AN3004 H332AN3005 H332AN3033 H332AN3027 H332AN3038 H332AN3042 H332AN3043 H332AN3045 H332AN3048 H332AN3048 H332AN3049 H332AN3050 H332AN3052 H332AN3053 H332AN3054 H332AN3055 H332AN3056 H332AN3109		
55 002	40 00	P230BK	DEPARTMENT DECAL - BLANK		
55 003	40 00	P1432CBS4	4" TRANSTAR MATTRESS,30" WIDTH		
56 000	16 00	TRANSTAR	<b>TRANSTAR PROCEDURAL STRETCHER</b> Transtar Procedural Stretcher Package PC-450 Features Include:	3,407.25	54 516 00

U S Customers Send Payment To:  Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable  Int'l ID #: 35-0382072
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Wire Payment:  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	For Questions / Correspondence Please Contact:  Hill-Rom Company 1069 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID #: 35-1538921
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# Original Invoice

Invoice No: 22717929	Your P O: JM817306	Invoice Date: 12/07/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 02/05/2007
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212		Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119		Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
56 001	16 00	P8000D005580	30" (762 mm) Width Non-Radiolucent Surface. 4" (101 mm) thick mattress Ergonomic Push Handles at Head. IV Pole Located at Head 5th Wheel Steering. Non-Conductive Caster Knee Gatch. Accent Color- Red Decal - Blank Head End Siderall Gap Firecode Not Required ATTENTION: Possible fire hazard if exposed to flame or smoldering sources. This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101). Always confirm that use of this product meets applicable fire codes Stretcher Warranty: 3 years parts. 2 years mattress 1 year Service TRANSTAR STRETCHER FRAME H332AN3009 H333AN3957 H333AN3098 H333AN3097 H334AN3100 H334AN3101 H334AN3108 H334AN3107 H334AN3108 H334AN3111 H334AN3112 H334AN3113 H334AN3114 H334AN3115 H334AN3116 H334AN3117		
56 002	16 00	P230BK	DEPARTMENT DECAL - BLANK		
56 003	16 00	P1432CBS4	4" TRANSTAR MATTRESS, 30" WIDTH		
58.000	56 00	MISCPART	TRANSTAR KNEE GATCH UPGRADE \$	400 00	22 400.00
Sub Total:					\$213,206 00
<b>Total</b>					<b>\$213,206.00</b>

U S Customers Send Payment To:  Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable  Int'l ID # 35-0382072
Wire Payment:  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	For Questions / Correspondence Please Contact:  Hill-Rom Company 1009 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7850 Fax #: 812-934-8539 Federal Tax ID # 35-1536921



# Original Invoice

Invoice No: 22689629	Your P O : JM817306	Invoice Date: 09/23/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/22/2006

Attn Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
7.000	44 00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface English Language decals. Light Neutral End Panels- VERSACARE FRAME	58 735 28	5384.352 32
7 001	44 00	P3200D000076	H208AD2860 H208AD2866 H208AD2860 H208AD2852 H208AD2894 H208AD2902 H230AD5400 H230AD5401 H230AD5405 H230AD5406 H230AD5408 H230AD5411 H230AD5412 H230AD5415 H230AD5084 H236AD6085 H236AD6089 H236AD6091 H236AD6053 H236AD6095 H236AD6086 H236AD6097 H236AD6099 H236AD6101 H236AD6103 H236AD6104 H236AD6105 H236AD6107 H236AD6109 H236AD6111 H237AD6107 H237AD6173 H237AD6175 H237AD6177 H237AD6178 H237AD6181 H237AD6186 H237AD6189 H237AD6191 H237AD6193 H237AD6213 H237AD6218 H237AD6221 H237AD6226		
7 002	44 00	P2217	IV POLE		
7 003	44 00	P3251ED	P3251ED VERSACARE DYNAMIC		
7 004	44 00	P3207A01	PENDANT WITH NEL		
7 005	44 00	P379P89D	COMMUNICATION CABLE		
Sub Total:					5384 352.32
<b>Total</b>					<b>5384,352.32</b>

U S Customers Send Payment To:

Hill-Rom  
 PO Box 643592  
 Pittsburgh, PA 15264-3592

Visa and MasterCard Accepted  
 Past due balances subject to a 1% per month late charge, where applicable

Int'l ID #, 35-0382072

Wire Payment:

JP Morgan  
 101 Monument Circle  
 Indianapolis, IN 46277  
 Account #, 1923-4862-1  
 ABA Routing #: 074000010  
 Please reference your invoice number.

For Questions / Correspondence Please Contact:

Hill-Rom Company  
 1069 State Road 46 East  
 Batesville, IN 47006  
 Phone #: 812-934-7650  
 Fax #: 812-934-8539  
 Federal Tax ID # 35-1538921

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22690800	Your P O.: JM817308	Invoice Date: 09/28/2008
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/25/2008

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 8772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price	
2000	44 00	SPO2RT	SPO2RT BED SYSTEM SpO2rt Bed System TC-555 SpO2rt Package Features include: Voltage 120. English labels SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster	520.380 50	5896 742.00	
2 001	44 00	P1900K006837	TOTALCARE FRAME H2G1AM7536 H2B1AM7538 H2E1AM7540 H2O1AM7542 H2S1AM7544 H2G2AM7546 H2B2AM7550 H2E2AM7551 H2O2AM7553 H2S2AM7559 H2G3AM7557 H2B3AM7558 H2E3AM7559 H2O3AM7561 H2S3AM7564 H2G4AM7559 H2B4AM7570 H2E4AM7571 H2O4AM7572 H2S4AM7573 H2G5AM7575 H2B5AM7577 H2E5AM7583 H2O5AM7585 H2S5AM7587 H2G6AM7589 H2B6AM7592 H2E6AM7595 H2O6AM7596 H2S6AM7597 H2G7AM7601 H2B7AM7602 H2E7AM7603 H2O7AM7605 H2S7AM7609 H2G8AM7605 H2B8AM7613 H2E8AM7614 H2O8AM7616 H2S8AM7618 H2G9AM7620 H2B9AM7655 H2E9AM7668 H2O9AM7669			
2 002	44 00	P1921BM07	TOTAL CARE HEADBOARD			
2 003	44 00	P1915ED5	TOTALCARE PULMONARY SURFACE			
2 004	44 00	P1923BM07	TOTAL CARE TRANSPORT SHELF			
6 000	72 00	TOTALCAREACC	TOTALCARE ACCESSORIES TotalCare Accessory Set of 2 Permanent IV PolesENG	172 80	12 441 60	
6 001	72 00	P1924B110	SET OF 2 PERM IV POLES-ENGLISH			
47 000	8 00	SPO2RT	SPO2RT BED SYSTEM SpO2rt Bed System TC-555 SpO2rt Package Features include: Voltage 120 English labels	20 380.50	163 044 00	

U S Customers Send Payment To:

Hill-Rom  
PO Box 643592  
Pittsburgh PA 15264-3592

Visa and MasterCard Accepted  
Past due balances subject to a 1% per month late charge, where applicable

Int'l ID #: 35-0382072

Wire Payment:

JP Morgan  
101 Monument Circle  
Indianapolis, IN 46277  
Account # 1923-4862-1  
ABA Routing #: 074000010  
Please reference your invoice number

For Questions / Correspondence Please Contact:

Hill-Rom Company  
1059 State Road 46 East  
Batesville, IN 47006  
Phone #: 812-934-7650  
Fax #: 812-934-8539  
Federal Tax ID # 35-1538921



# Original Invoice

Invoice No: 22690800	Your P O.: JM817306	Invoice Date: 09/26/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/25/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
47 001	8 00	P1900K008837	SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster <b>TOTALCARE FRAME</b> <small>H265AM7680 H265AM7683 H265AM7687 H265AM7689 H265AM7690</small> <small>H265AM7693 H265AM7694 H265AM7699</small>		
47 002	8 00	P1921BM07	<b>TOTAL CARE HEADBOARD</b>		
47 003	8 00	P1916ED5	<b>TOTALCARE PULMONARY SURFACE</b>		
47 004	8 00	P1923BM07	<b>TOTAL CARE TRANSPORT SHELF</b>		
Sub Total:					\$1,072,227.60
<b>Total</b>					<b>\$1,072,227.60</b>

U.S. Customers Send Payment To:		Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge, where applicable Int'l ID #: 35-0382072
Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	<b>Wire Payment:</b> JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b> Hill-Rom Company 1099 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22687848	Your P O: JM817306	Invoice Date: 09/20/2006
Hill-Rom Order No.: SO 2644418	Payment Terms: NET 60 DAYS	Due Date: 11/19/2006
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212		Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119		Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
3 000	25 00	COMFORTLINESE	COMFORTLINESE MATTRESS ComfortlineSE Mattress: Shearless 80" Length ATTENTION: Possible fire hazard if exposed to flame or smoldering sources This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101). Always confirm that use of this product meets applicable fire codes	5284 00	57 100 00
3 001	25.00	P732CA2	COMFORTLINE SE MATTRESS		
Sub Total:					57.100 00
<b>Total</b>					<b>57,100 00</b>

U S Customers Send Payment To:		Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable Int'l ID #: 35-0382072	
Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592			
Wire Payment.		For Questions / Correspondence Please Contact:	
JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number		Hill-Rom Company 1059 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-9539 Federal Tax ID # 35-1538921	



# Original Invoice

Invoice No: 22686909	Your P.O.: JMB17306	Invoice Date: 09/19/2008
Hill-Rom Order No.: S8 2685073	Payment Terms: NET 30 DAYS	Due Date: 10/19/2008

Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212	Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119	Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
1 000	245 00	MISCPARTS	MISCELLANEOUS PARTS	\$502.95	\$123 222.75
2 000	18 00	MISCPARTS	MISCELLANEOUS PARTS	710.48	11 357.68
Sub Total:					\$134 590.43
<b>Total</b>					<b>\$134,590.43</b>

<b>U.S. Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge, where applicable  Int'l ID #: 35-0382072
<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1069 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921



# Original Invoice

Invoice No: 22687637	Your P.O.: JMB17306	Invoice Date: 09/20/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/19/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price	
1 000	25.00	SPO2RT	SPO2RT BED SYSTEM SpO2rt Bed System TC-655 SpO2rt Package Features Include: Voltage 120 English labels. SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster	\$20,380.50	\$509,512.50	
1 001	25.00	P1900K006837	TOTALCARE FRAME H254AM7355 H254AM7376 H254AM7379 H254AM7381 H254AM7386 H254AM7396 H254AM7421 H254AM7423 H254AM7430 H254AM7437 H254AM7439 H254AM7444 H254AM7455 H254AM7458 H254AM7461 H254AM7462 H254AM7483 H254AM7488 H254AM7491 H254AM7493 H254AM7495 H254AM7515 H254AM7521 H254AM7524 H254AM7530			
1 002	25.00	P1921BM07	TOTAL CARE HEADBOARD			
1 003	25.00	P1915ED5	TOTALCARE PULMONARY SURFACE			
1 004	25.00	P1923BM07	TOTAL CARE TRANSPORT SHELF			
4 000	40.00	P1938B100	CAP ROTATION MODULE - ENG P1938B00242H5 P1938B00251H P1938B00251H5P1938B00251H P1938B00251H5 P1938B00261H P1938B00251H5P1938B00251H5P1938B00251H P1938B00251H5 P1938B00231H P1938B00251H5P1938B00251H5P1938B00251H P1938B00251H5 P1938B00251H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H	8 983.50	359 340.00	
5 000	40.00	P1939B100	PERCUSSION & VIBRATION MODULE P1939B00100H3 P1939B00100H P1939B00164H4P1939B00242H5P1939B00242H P1939B00243H5 P1939B00243H P1939B00243H5P1939B00243H5P1939B00243H P1939B00243H5 P1939B00243H P1939B00243H5P1939B00243H5P1939B00243H P1939B00243H5 P1939B00251H P1939B00251H5P1939B00251H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H	3 180.00	127 200.00	

<p>U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box: 643592          Pittsburgh, PA 15264-3592</p>		<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID #: 35-0382072</p>
<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number.</p>		<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1069 State Road 48 East          Batesville, IN 47006          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22687637	Your P O : JM817306	Invoice Date: 09/20/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/19/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
8 000	19 00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale. displays kilograms and pounds Fracture Frame Adapter-footend 5 Inch Casters Nurse Call Universal TV and Lighting and Composer Online Patient Position Monitor. 120 Volt Power Supply Air Surfaces. English Language decals. Light Neutral End Panels - VERSACARE FRAME H256AD8735 H258AD8737 H258AD8741 H256AD8743 H256AD8745 H258AD8747 H298AD8761 H258AD8753 H258AD8755 H258AD8767 H258AD8761 H258AD8763 H258AD8765 H258AD8757 H256AD8771 H258AD8773 H258AD8775 H258AD8777 H256AD8781	8.735 28	165 970 32
8 001	19 00	P3200D000070	IV POLE P3261ED VERSACARE DYNAMIC		
8 002	19 00	P2217	PENDANT WITH NEL		
8 003	19 00	P3207A01	COMMUNICATION CABLE		
8 004	19 00	P3207A01			
8 005	19 00	P379P89D			
41 000	25 00	TOTALCAREACC	TOTALCARE ACCESSORIES TotalCare Accessory Set of 2 Permanent IV PolesENG	172 80	4 320 00
41 001	25 00	F1924B110	SET OF 2 PERM IV POLES-ENGLISH		
Sub Total:					\$1,166,342.82

**Total \$1,166,342.82**

<p><b>U S Customers Send Payment To:</b></p> <p>Hill-Rom          PO Box 643592          Pittsburgh PA 15264-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID # 35-0382072</p>
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<p><b>Wire Payment:</b></p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p><b>For Questions / Correspondence Please Contact:</b></p> <p>Hill-Rom Company          1069 State Road 46 East          Batesville, IN 47006          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>
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# Original Invoice

Invoice No: 22686456	Your P.O : JM817306 00169461	Invoice Date: 09/18/2006
Hill-Rom Order No.: SO 2644418	Payment Terms: NET 60 DAYS	Due Date: 11/17/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
1 000	25 00	P6708	ARRO LOW BED	\$2,608.81	\$65,220.25
			450057 450068 450059 450060 450061 450062 450063 450064 450065 450066 450067 450068 450069 450070 450071 450072 450073 450074 450075 450076 450077 450078 450079 450080 450081		
			Sub Total:		\$65,220.25
<b>Total</b>					<b>\$65,220.25</b>

**U.S. Customers Send Payment To:**  
  
 Hill-Rom  
 PO Box 643592  
 Pittsburgh PA 15264-3592

Visa and MasterCard Accepted  
 Past due balances subject to a 1% per month late charge where applicable  
  
 Int'l ID #: 35-0382072

**Wire Payment:**  
  
 JP Morgan  
 101 Monument Circle  
 Indianapolis, IN 46277  
 Account #: 1923-4862-1  
 ABA Routing #: 074000010  
 Please reference your invoice number

**For Questions / Correspondence Please Contact:**  
  
 Hill-Rom Company  
 1059 State Road 46 East  
 Batesville, IN 47006  
 Phone #: 812-934-7650  
 Fax #: 812-934-8539  
 Federal Tax ID # 35-1538921

## EXHIBIT B

Form of Note

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY  
HOSPITAL REVENUE NOTE, SERIES A OF 2006  
(WEST PENN ALLEGHENY FOUNDATION, LLC PROJECT)**

INTEREST RATE	MATURITY DATE	ISSUE DATE
5.25%	December 22, 2016	December 22, 2006
<b>PRINCIPAL AMOUNT:</b>	Four Million Nine Hundred Forty Nine Five Hundred Fifty Five and 66/100 Dollars (\$4,949,555.66)4(\$4,949,555.665,000,000.00)	
<b>REGISTERED OWNER:</b>	National City Commercial Capital Corporation	

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY** (the "Issuer"), a public instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth") and a public body corporate and politic organized and existing under the laws of the Commonwealth, for value received, promises to pay to National City Commercial Capital Corporation, or its registered assigns (the "Lender"), the principal sum shown above and interest at the per annum rate set forth above, from the Issue Date until the Maturity Date. Principal and interest shall be due and payable in 84 equal monthly installments of \$62,780.16, commencing January 22, 2007, and continuing on the first day of each month thereafter to and including the December 22, 2013; and thereafter 36 equally monthly installments of \$23,634.13, commencing on January 22, 2014 and continuing on the first day of each month thereafter to and including January 22, 2016, the Maturity Date.

At the Lender's option, upon the occurrence of any Event of Default as defined in the Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") among the Authority, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate per annum (based on a year of 365/366 days and actual days elapsed) which shall be which is two percent (2.00%) above the interest rate in effect; provided, however that such rate does not exceed the maximum amount permitted by law from the date of the default (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note.

Borrower shall have the right, at its option, to prepay the Note in whole or in part at any time and from time to time at the following prepayment premiums on the then outstanding principal amount, plus accrued interest to the prepayment date:

- 105% during the first year;
- 104% during the second year;
- 103% during the third year;
- 102% during the fourth year; and
- 101% from and including year 5 through and including year 10

**THIS NOTE IS A LIMITED OBLIGATION OF THE ISSUER AND IS PAYABLE SOLELY FROM PAYMENTS TO BE MADE BY THE BORROWER AND SECURITY**

**PROVIDED PURSUANT TO THE FINANCING AGREEMENT. NEITHER THE CREDIT OF THE ISSUER NOR THE TAXING POWER OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISIONS THEREOF IS PLEDGED FOR THE PAYMENT OF THIS NOTE; NOR SHALL THIS NOTE BE OR BE DEEMED AN OBLIGATION OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.**

Reference is hereby made to the Financing Agreement for the provisions thereof with respect to the rights, limitations of rights, duties, obligations and immunities of the Issuer, the Borrower and the Lender. Each of the terms, covenants, conditions, representations, warranties and agreements set forth in the Financing Agreement are incorporated herein by reference, including but not limited to, provisions thereof relating to the repayment and the acceleration of the indebtedness evidenced by this Note. The Financing Agreement may be amended to the extent and in the matter provided therein.

In case any Event of Default (as defined in the Financing Agreement) occurs and is continuing, the principal amount of this Note together with accrued interest may become or be declared immediately due and payable in the manner and with the effect provided in the Financing Agreement.

It is understood and agreed that the Issuer is not generally liable for this Note or any portion of this Note evidenced by the Financing Agreement, this Note, or the interest hereon, and subject to the provisions of Section 9(d) of the Financing Agreement, neither is the Issuer nor are the members of the Issuer, the agents, attorneys or employees of the Issuer, or their respective heirs, personal representatives or successors generally or personally liable in connection with any matter, cause or thing pertaining to this Note or the issuance hereof, the Financing Agreement or any instruments and documents executed and delivered by the Issuer in connection with the Project.

No covenant or agreement contained in the Financing Agreement or this Note shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the Issuer in an individual capacity. No recourse shall be had for the payment of the principal, the interest hereon or the premium, if any, payable upon the redemption of this Note or any claim based thereon against any officer, member, agent, attorney or employee of the Issuer, past, present or future, or its successors or assigns, as such, either directly or through the Issuer, or any such successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of and as a consideration for the execution and delivery of the Financing Agreement and this Note.

Executed counterparts of the Financing Agreement and the Assignment of Lease (as defined in the Financing Agreement) are on file with the registered owner named above. The acceptance of the terms and conditions of the above documents is an explicit and material part of the consideration of the Issuer's issuing this Note, and the holder hereof, by acceptance of this Note, consents to all of its terms and conditions.

The Borrower has granted the Lender a first lien security interest in and to certain Equipment (defined in the Financing Agreement) as security for the due and punctual payment of this Note.

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IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the facsimile or manual signature of its Chairman or Vice Chairman and the facsimile of its corporate seal to be printed hereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary

[SEAL]

ATTEST:

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

For value received, National City Commercial Capital Corporation hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note issued by ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY, and all rights thereunder.

NATIONAL CITY COMMERCIAL CAPITAL  
CORPORATION

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

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EXHIBIT C

Form of Assignment of Leases and Rents

# Document Divider

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**  
**HOSPITAL REVENUE NOTE, SERIES A OF 2006**  
**(WEST PENN ALLEGHENY FOUNDATION, LLC PROJECT)**

<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>ISSUE DATE</b>
5.25%	December 22, 2016	December 22, 2006
<b>PRINCIPAL AMOUNT:</b>	Four Million Nine Hundred Forty Nine Thousand Five Hundred Fifty Five and 66/100 Dollars	
<b>REGISTERED OWNER:</b>	National City Commercial Capital Corporation	

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY** (the "Issuer"), a public instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth") and a public body corporate and politic organized and existing under the laws of the Commonwealth, for value received, promises to pay to National City Commercial Capital Corporation, or its registered assigns (the "Lender"), the principal sum shown above and interest at the per annum rate set forth above, from the Issue Date until the Maturity Date. Principal and interest shall be due and payable in 84 equal monthly installments of \$62,780.16, commencing January 22, 2007, and continuing on the first day of each month thereafter to and including the December 22, 2013; and thereafter 36 equally monthly installments of \$23,634.13, commencing on January 22, 2014 and continuing on the first day of each month thereafter to and including January 22, 2016, the Maturity Date.

At the Lender's option, upon the occurrence of any Event of Default as defined in the Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") among the Authority, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate per annum (based on a year of 365/366 days and actual days elapsed) which shall be which is two percent (2.00%) above the interest rate in effect; provided, however that such rate does not exceed the maximum amount permitted by law from the date of the default (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note.

Borrower shall have the right, at its option, to prepay the Note in whole or in part at any time and from time to time at the following prepayment premiums on the then outstanding principal amount, plus accrued interest to the prepayment date:

- 105% during the first year;
- 104% during the second year;
- 103% during the third year;
- 102% during the fourth year; and
- 101% from and including year 5 through and including year 10

**THIS NOTE IS A LIMITED OBLIGATION OF THE ISSUER AND IS PAYABLE SOLELY FROM PAYMENTS TO BE MADE BY THE BORROWER AND SECURITY PROVIDED PURSUANT TO THE FINANCING AGREEMENT. NEITHER THE CREDIT OF THE ISSUER NOR THE TAXING POWER OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISIONS THEREOF IS PLEDGED FOR THE PAYMENT OF THIS NOTE; NOR SHALL THIS NOTE BE OR BE DEEMED AN OBLIGATION OF THE COUNTY OF ALLEGHENY OR OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.**

Reference is hereby made to the Financing Agreement for the provisions thereof with respect to the rights, limitations of rights, duties, obligations and immunities of the Issuer, the Borrower and the Lender. Each of the terms, covenants, conditions, representations, warranties and agreements set forth in the Financing Agreement are incorporated herein by reference, including but not limited to, provisions thereof relating to the repayment and the acceleration of the indebtedness evidenced by this Note. The Financing Agreement may be amended to the extent and in the matter provided therein.

In case any Event of Default (as defined in the Financing Agreement) occurs and is continuing, the principal amount of this Note together with accrued interest may become or be declared immediately due and payable in the manner and with the effect provided in the Financing Agreement.

It is understood and agreed that the Issuer is not generally liable for this Note or any portion of this Note evidenced by the Financing Agreement, this Note, or the interest hereon, and subject to the provisions of Section 9(d) of the Financing Agreement, neither is the Issuer nor are the members of the Issuer, the agents, attorneys or employees of the Issuer, or their respective heirs, personal representatives or successors generally or personally liable in connection with any matter, cause or thing pertaining to this Note or the issuance hereof, the Financing Agreement or any instruments and documents executed and delivered by the Issuer in connection with the Project.

No covenant or agreement contained in the Financing Agreement or this Note shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the Issuer in an individual capacity. No recourse shall be had for the payment of the principal, the interest hereon or the premium, if any, payable upon the redemption of this Note or any claim based thereon against any officer, member, agent, attorney or employee of the Issuer, past, present or future, or its successors or assigns, as such, either directly or through the Issuer, or any such successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of and as a consideration for the execution and delivery of the Financing Agreement and this Note.

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Executed counterparts of the Financing Agreement and the Assignment of Lease (as defined in the Financing Agreement) are on file with the registered owner named above. The acceptance of the terms and conditions of the above documents is an explicit and material part of the consideration of the Issuer's issuing this Note, and the holder hereof, by acceptance of this Note, consents to all of its terms and conditions.

The Borrower has granted the Lender a first lien security interest in and to certain Equipment ( defined in the Financing Agreement) as security for the due and punctual payment of this Note.

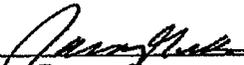
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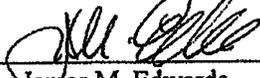
IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the facsimile or manual signature of its Chairman or Vice Chairman and the facsimile of its corporate seal to be printed hereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary.

[SEAL]

ATTEST:

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By:   
Name: Barney Guttman  
Title: Assistant Secretary

By:   
Name: James M. Edwards  
Title: Chairman

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ASSIGNMENT

For value received, National City Commercial Capital Corporation hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note issued by ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY, and all rights thereunder.

NATIONAL CITY COMMERCIAL  
CAPITAL CORPORATION

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

Compound Period: Monthly

Nominal Annual Rate: 5.250%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/22/2006	4,949,555.66	1		
2 Payment	1/22/2007	62,780.16	84	Monthly	12/22/2013
3 Payment	1/22/2014	23,634.13	36	Monthly	12/22/2016

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/22/2006				4,949,555.66
2006 Totals		0.00	0.00	0.00	
1	1/22/2007	62,780.16	21,654.36	41,125.80	4,908,429.86
2	2/22/2007	62,780.16	21,474.44	41,305.72	4,867,124.14
3	3/22/2007	62,780.16	21,293.72	41,486.44	4,825,637.70
4	4/22/2007	62,780.16	21,112.22	41,667.94	4,783,969.76
5	5/22/2007	62,780.16	20,929.92	41,850.24	4,742,119.52
6	6/22/2007	62,780.16	20,746.83	42,033.33	4,700,086.19
7	7/22/2007	62,780.16	20,562.93	42,217.23	4,657,868.96
8	8/22/2007	62,780.16	20,378.23	42,401.93	4,615,467.03
9	9/22/2007	62,780.16	20,192.72	42,587.44	4,572,879.59
10	10/22/2007	62,780.16	20,006.40	42,773.76	4,530,105.83
11	11/22/2007	62,780.16	19,819.27	42,960.89	4,487,144.94
12	12/22/2007	62,780.16	19,631.31	43,148.85	4,443,996.09
2007 Totals		753,361.92	247,802.35	505,559.57	
13	1/22/2008	62,780.16	19,442.53	43,337.63	4,400,658.46
14	2/22/2008	62,780.16	19,262.93	43,527.23	4,357,131.23
15	3/22/2008	62,780.16	19,062.50	43,717.66	4,313,413.57
16	4/22/2008	62,780.16	18,871.23	43,908.93	4,269,504.64
17	5/22/2008	62,780.16	18,679.13	44,101.03	4,225,403.61
18	6/22/2008	62,780.16	18,486.19	44,293.97	4,181,109.64
19	7/22/2008	62,780.16	18,292.40	44,487.76	4,136,621.88
20	8/22/2008	62,780.16	18,097.77	44,682.39	4,091,939.49
21	9/22/2008	62,780.16	17,902.28	44,877.88	4,047,061.61
22	10/22/2008	62,780.16	17,705.94	45,074.22	4,001,987.39
23	11/22/2008	62,780.16	17,508.74	45,271.42	3,956,715.97
24	12/22/2008	62,780.16	17,310.68	45,469.48	3,911,246.49
2008 Totals		753,361.92	220,612.32	532,749.60	
25	1/22/2009	62,780.16	17,111.75	45,668.41	3,865,578.08
26	2/22/2009	62,780.16	16,911.95	45,868.21	3,819,709.87
27	3/22/2009	62,780.16	16,711.28	46,068.88	3,773,640.99
28	4/22/2009	62,780.16	16,509.72	46,270.44	3,727,370.55
29	5/22/2009	62,780.16	16,307.29	46,472.87	3,680,897.68
30	6/22/2009	62,780.16	16,103.97	46,676.19	3,634,221.49
31	7/22/2009	62,780.16	15,899.76	46,880.40	3,587,341.09
32	8/22/2009	62,780.16	15,694.66	47,085.50	3,540,255.59

33	9/22/2009	62,780.16	15,488.66	47,291.50	3,492,964.09
34	10/22/2009	62,780.16	15,281.76	47,498.40	3,445,465.69
35	11/22/2009	62,780.16	15,073.95	47,706.21	3,397,759.48
36	12/22/2009	62,780.16	14,865.24	47,914.92	3,349,844.56
2009 Totals		753,361.92	191,959.99	561,401.93	
37	1/22/2010	62,780.16	14,655.61	48,124.55	3,301,720.01
38	2/22/2010	62,780.16	14,445.06	48,335.10	3,253,384.91
39	3/22/2010	62,780.16	14,233.60	48,546.56	3,204,838.35
40	4/22/2010	62,780.16	14,021.21	48,758.95	3,156,079.40
41	5/22/2010	62,780.16	13,807.88	48,972.28	3,107,107.12
42	6/22/2010	62,780.16	13,593.63	49,186.53	3,057,920.59
43	7/22/2010	62,780.16	13,378.44	49,401.72	3,008,518.87
44	8/22/2010	62,780.16	13,162.31	49,617.85	2,958,901.02
45	9/22/2010	62,780.16	12,945.23	49,834.93	2,909,066.09
46	10/22/2010	62,780.16	12,727.20	50,052.96	2,859,013.13
47	11/22/2010	62,780.16	12,508.22	50,271.94	2,808,741.19
48	12/22/2010	62,780.16	12,288.28	50,491.88	2,758,249.31
2010 Totals		753,361.92	161,766.67	591,595.25	
49	1/22/2011	62,780.16	12,067.37	50,712.79	2,707,536.52
50	2/22/2011	62,780.16	11,845.50	50,934.66	2,656,601.86
51	3/22/2011	62,780.16	11,622.66	51,157.50	2,605,444.36
52	4/22/2011	62,780.16	11,398.85	51,381.31	2,554,063.05
53	5/22/2011	62,780.16	11,174.06	51,606.10	2,502,456.95
54	6/22/2011	62,780.16	10,948.28	51,831.88	2,450,625.07
55	7/22/2011	62,780.16	10,721.51	52,058.65	2,398,566.42
56	8/22/2011	62,780.16	10,493.76	52,286.40	2,346,280.02
57	9/22/2011	62,780.16	10,265.00	52,515.16	2,293,764.86
58	10/22/2011	62,780.16	10,035.25	52,744.91	2,241,019.95
59	11/22/2011	62,780.16	9,804.49	52,975.67	2,188,044.28
60	12/22/2011	62,780.16	9,572.72	53,207.44	2,134,836.84
2011 Totals		753,361.92	129,949.45	623,412.47	
61	1/22/2012	62,780.16	9,339.94	53,440.22	2,081,396.62
62	2/22/2012	62,780.16	9,106.13	53,674.03	2,027,722.59
63	3/22/2012	62,780.16	8,871.31	53,908.85	1,973,813.74
64	4/22/2012	62,780.16	8,635.46	54,144.70	1,919,669.04
65	5/22/2012	62,780.16	8,398.57	54,381.59	1,865,287.45
66	6/22/2012	62,780.16	8,160.65	54,619.51	1,810,667.94
67	7/22/2012	62,780.16	7,921.69	54,858.47	1,755,809.47
68	8/22/2012	62,780.16	7,681.69	55,098.47	1,700,711.00
69	9/22/2012	62,780.16	7,440.63	55,339.53	1,645,371.47
70	10/22/2012	62,780.16	7,198.52	55,581.64	1,589,789.83
71	11/22/2012	62,780.16	6,955.35	55,824.81	1,533,965.02
72	12/22/2012	62,780.16	6,711.11	56,069.05	1,477,895.97
2012 Totals		753,361.92	96,421.05	656,940.87	
73	1/22/2013	62,780.16	6,465.81	56,314.35	1,421,581.62
74	2/22/2013	62,780.16	6,219.44	56,560.72	1,365,020.90
75	3/22/2013	62,780.16	5,971.98	56,808.18	1,308,212.72
76	4/22/2013	62,780.16	5,723.45	57,056.71	1,251,156.01
77	5/22/2013	62,780.16	5,473.82	57,306.34	1,193,849.67
78	6/22/2013	62,780.16	5,223.11	57,557.05	1,136,292.62
79	7/22/2013	62,780.16	4,971.29	57,808.87	1,078,483.75
80	8/22/2013	62,780.16	4,718.38	58,061.78	1,020,421.97
81	9/22/2013	62,780.16	4,464.36	58,315.80	962,106.17

82	10/22/2013	62,780.16	4,209.23	58,570.93	903,535.24
83	11/22/2013	62,780.16	3,952.98	58,827.18	844,708.06
84	12/22/2013	62,780.16	3,695.61	59,084.55	785,623.51
2013 Totals		753,361.92	61,089.46	692,272.46	
85	1/22/2014	23,634.13	3,437.11	20,197.02	765,426.49
86	2/22/2014	23,634.13	3,348.75	20,285.38	745,141.11
87	3/22/2014	23,634.13	3,260.00	20,374.13	724,766.98
88	4/22/2014	23,634.13	3,170.86	20,463.27	704,303.71
89	5/22/2014	23,634.13	3,081.34	20,552.79	683,750.92
90	6/22/2014	23,634.13	2,991.42	20,642.71	663,108.21
91	7/22/2014	23,634.13	2,901.11	20,733.02	642,375.19
92	8/22/2014	23,634.13	2,810.40	20,823.73	621,551.46
93	9/22/2014	23,634.13	2,719.29	20,914.84	600,636.62
94	10/22/2014	23,634.13	2,627.79	21,006.34	579,630.28
95	11/22/2014	23,634.13	2,535.89	21,098.24	558,532.04
96	12/22/2014	23,634.13	2,443.58	21,190.55	537,341.49
2014 Totals		283,609.56	35,327.54	248,282.02	
97	1/22/2015	23,634.13	2,350.88	21,283.25	516,058.24
98	2/22/2015	23,634.13	2,257.76	21,376.37	494,681.87
99	3/22/2015	23,634.13	2,164.24	21,469.89	473,211.98
100	4/22/2015	23,634.13	2,070.31	21,563.82	451,648.16
101	5/22/2015	23,634.13	1,975.97	21,658.16	429,990.00
102	6/22/2015	23,634.13	1,881.21	21,752.92	408,237.08
103	7/22/2015	23,634.13	1,786.04	21,848.09	386,388.99
104	8/22/2015	23,634.13	1,690.46	21,943.67	364,445.32
105	9/22/2015	23,634.13	1,594.45	22,039.68	342,405.64
106	10/22/2015	23,634.13	1,498.03	22,136.10	320,269.54
107	11/22/2015	23,634.13	1,401.18	22,232.95	298,036.59
108	12/22/2015	23,634.13	1,303.91	22,330.22	275,706.37
2015 Totals		283,609.56	21,974.44	261,635.12	
109	1/22/2016	23,634.13	1,206.22	22,427.91	253,278.46
110	2/22/2016	23,634.13	1,108.10	22,526.03	230,752.43
111	3/22/2016	23,634.13	1,009.54	22,624.59	208,127.84
112	4/22/2016	23,634.13	910.56	22,723.57	185,404.27
113	5/22/2016	23,634.13	811.15	22,822.98	162,581.29
114	6/22/2016	23,634.13	711.30	22,922.83	139,658.46
115	7/22/2016	23,634.13	611.01	23,023.12	116,635.34
116	8/22/2016	23,634.13	510.28	23,123.85	93,511.49
117	9/22/2016	23,634.13	409.11	23,225.02	70,286.47
118	10/22/2016	23,634.13	307.50	23,326.63	46,959.84
119	11/22/2016	23,634.13	205.45	23,428.68	23,531.16
120	12/22/2016	23,634.13	102.97	23,531.16	0.00
2016 Totals		283,609.56	7,903.19	275,706.37	
Grand Totals		6,124,362.12	1,174,806.46	4,949,555.66	

# Document Divider

### Lease Agreement

This Lease Agreement (the "Lease") is entered into as of the 22nd day of December, 2006 (the "Effective Date") by and between West Penn Allegheny Foundation, LLC, a Pennsylvania limited liability company ("LLC") and Allegheny General Hospital, a Pennsylvania nonprofit corporation ("Lessee").

#### RECITALS:

- A. LLC is a supporting organization of the West Penn Allegheny Health System ("WPAHS"), a federally tax exempt charitable organization organized for the purpose of supporting the delivery of health care in the western Pennsylvania region through, among other things, support of the nonprofit charitable hospitals and related charitable organizations it controls ("Affiliates"). The LLC, in furtherance of its charitable purpose, purchases and leases equipment ("Equipment") for lease or sublease to the Affiliates for use in their health care operations.
- B. Lessee is an Affiliate that desires to lease one or more pieces of Equipment from LLC.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows.

1. **Scope and Priority of Lease Agreement.** This Lease sets forth the terms and conditions governing the relationship between the LLC and Lessee relating to the lease of Equipment.
2. **Title to Equipment.** LLC represents and warrants that it will own or hold a valid leasehold interest in the Equipment as of the commencement of the term of this Lease and will have the right to grant Lessee the right to use the Equipment pursuant to the terms of this Lease. Title to each piece of Equipment owned by LLC and leased by LLC to Lessee pursuant to this Lease shall remain with LLC. At the expiration or earlier termination of Lease, Lessee shall immediately cease to have any right or interest in the Equipment. Lessee shall not be entitled, as a matter of right, to purchase any Equipment at the termination or expiration of this Lease.
3. **Payment of Rent and other Charges.** Lessee shall pay rent and any other fixed, recurring charges (collectively, "Rent") for Equipment in accordance with the terms set forth in this Lease and Schedule 1, attached hereto, without requiring periodic invoices requesting payment of Rent. In the event the Schedule 1 hereto does not specify rental payment terms, Lessee shall pay LLC monthly in advance during the term of this Lease, with payments due on the first of each month. LLC shall invoice Lessee for any nonrecurring or variable charges, including sales and use tax, if applicable, and such

payments will be due within 30 days of receipt of the invoice. If Lessor receives any rent payment from Lessee after its due date, Lessee shall pay Lessor on demand a late charge of five percent (5%) of such overdue amount.

4. **Options.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, (i) purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term (set forth in Schedule 1 hereto) at a price equal to the Fair Market Value thereof, plus applicable taxes, (ii) extend the term of the Initial Term with respect to the Equipment leased pursuant to this Lease for the Fair Market Rental, plus applicable taxes, and for a period of time mutually agreeable to Lessor and Lessee or (iii) Return the Equipment in accordance with Section 13 hereof. If Lessee opts to return the Equipment, a restocking fee as determined by the LLC is due and payable at the time of Equipment Return. If Lessee chooses (ii) above, Lessee shall have the option to purchase the Equipment Leased pursuant to this Lease for the Fair Market Value Rental, plus applicable taxes at the end of any renewal period. "Fair Market Rental" shall be equal to the monthly rental which could be obtained in an arms-length transaction between an informed and willing lessee and an informed and willing lessor under no compulsion to lease. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase or extension option as applicable shall only be available if Lessee gives Lessor ninety days, prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase or extension prior to the expiration date of the Initial Term. All Options (set forth on Schedule 1 hereto) awarded to Lessee shall apply to all, but not less than all, Equipment leased under this Lease.

5. **Use of Equipment.** LLC is leasing Equipment to Lessee with the express understanding that Lessee will use the Equipment and cause each of its employees, agents, and representatives to use the Equipment in material compliance with all applicable laws, rules and regulations and in material compliance with all operating guidelines relating to the Equipment. Lessee is prohibited from using or allowing the use of the Equipment for any other purpose or in any other manner Lessee shall be solely responsible for providing training to all employees, agents, or invitees who will use or otherwise encounter the Equipment, including without limitation, safety training.

6. **Licenses, Approvals, and Permits.** Lessee shall be responsible for obtaining all necessary federal, state, and local governmental approvals and permits as may be required to operate the Equipment at its site.

7. **Maintenance and Repair.** During the Equipment Lease Term (as hereinafter defined), Lessee shall be responsible, at its sole cost and expense, to maintain and repair the Equipment in accordance with the Equipment manufacturer's specifications.

8. **Location/Movement of Equipment.** Lessee shall ensure that the any site requirements for the proper operation of the Equipment are satisfied. Lessee shall indicate on Schedule 1, attached hereto the location of the Equipment. Lessee may not move the Equipment from the designated location without the prior written consent of LLC. In the event Schedule 1 does not indicate the proposed location, it will be understood and agreed that the Equipment will be located at the primary operational location of Lessee.

9. **Supplies and Utilities.** Lessee shall be responsible for furnishing all of the necessary supplies and utilities for the Equipment, including, but not limited to, as applicable, proper power, telephone connections, network connections, and all patient-related supplies.

10. **Risk of Loss.** As between Lessee and LLC, Lessee shall bear all risk of loss on the Equipment. In the event LLC purchases or leases Equipment specifically for lease to Lessee, risk of loss will transfer to Lessee immediately upon LLC assuming the risk of loss of such Equipment (either as owner or as a result of LLC's leasehold interest). If LLC already owns or leases Equipment that it intends to lease to Lessee, risk of loss shall pass to Lessee on the commencement date of the Equipment Lease or at such other date as the parties may mutually agree.

11. **Insurance.** Lessee agrees, from the time it assumes the risk of loss for any piece of Equipment, continually through the entirety of this Lease term, and any extensions thereof, or for the duration of its possession of the Equipment, if such time period is longer (an "Equipment Lease Term"), that it shall insure the Equipment in accordance with the provisions of this Lease. In the event Schedule 1 hereto does not specify insurance requirements, Lessee shall provide (a) commercial general liability coverage for bodily injury and tangible property damage liability with a limit of not less than \$1,000,000 per occurrence/aggregate and naming LLC and National City Commercial Capital Corporation (the "Lender") as an additional insured and lender loss payee thereunder; and (b) workers' compensation liability coverage at the statutory requirement for any employees of Lessee with operational, maintenance or other involvement with the Equipment. Certificates of insurance evidencing such coverage will be provided to LLC upon execution of this and upon reasonable request thereafter.

12. **Sublease.** Lessee may not sublease any Equipment except with the prior written consent of LLC.

13. **Return of Equipment.** At the expiration or earlier termination of this Lease, Lessee shall return the Equipment to LLC in good working condition, subject to ordinary wear and tear resulting from ordinary course usage during the Equipment Lease Term. Lessee shall be responsible for all costs of transporting the Equipment to LLC's designated location and for any costs incurred by Lessee to restore the Equipment to good working order.

14. **Warranties.** To the extent permissible, LLC shall provide to Lessee the benefit of any warranties LLC holds with respect to any Equipment; provided, however, that LLC shall not be obligated to obtain any warranty on any Equipment. **EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LLC DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT OR ANY OTHER MATERIALS OR INFORMATION.**

15. **Taxes and Other Assessments.** Lessee shall be responsible for all sales and use taxes, duties or other governmental charges relating to the lease of the Equipment. If Lessee is exempt from sales and use tax, Lessee must provide to LLC a duly executed certificate of exemption prior to execution of this Lease. LLC shall be entitled to rely on Lessee's certificate of exemption until such time as Lessee notifies LLC that such exemption is no longer in effect. LLC will charge Lessee for sales and use tax in the event Lessee fails to provide a certificate of exemption.

16. **Representations and Warranties.** LLC and Lessee each hereby make the following representations and warranties to the other, which representations and warranties shall remain true and correct throughout the term of this Lease :

- a. **Power and Authority.** Each has the requisite power and authority to execute and deliver this Lease entered into by such party, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- b. **Binding Agreement.** This Lease, when duly and validly executed, shall constitute the legal, valid and binding agreement and enforceable against either party in accordance with their respective terms.
- c. **Absence of Conflicting Agreements.** The execution, delivery and performance of this Lease and the transactions contemplated hereby do not: (i) violate or conflict with any applicable law, or any applicable rule, judgment, order, writ, injunction or decree of any court; or (ii) result in a breach of or a default under (or with notice or lapse of time, or both, result in a breach of or constitute a default under) any material agreement, lease, indenture, instrument or contract to which either party is now a party or by which either party is bound.

17. **Term.**

The term of this Lease shall be set forth in Schedule 1 hereto.

18. **Termination.**

LLC may terminate this Lease in the event Lessee has failed to pay Rent within 10 days of it becoming due.

Either party may terminate this Lease (A) if the other party is in material breach of this Lease (except for the payment by Lessee of any Rent), and such breach is not cured within 30 days of receipt of notice sent by the non-breaching party to the breaching party; or (B) if the other party applies for or consents to the appointment of a receiver, trustee, or liquidator, or is unable to pay its debts as they come due, makes a general assignment for the benefit of creditors or takes advantage of any bankruptcy or insolvency law.

Upon the termination of this Lease, Lessee shall promptly arrange for return of the Equipment to LLC. In the absence of prompt return, LLC may take possession of the Equipment and for such purpose, Lessee authorizes LLC to enter upon the premises where the Equipment is located, without prior notice, and remove the same without being guilty of trespass or liable to Lessee for any damages caused by such removal. Immediately upon termination of this Lease, Lessee shall cease to have any right, title, or interest in the underlying Equipment, provided, that Lessee shall be obligated to insure the Equipment until such time as LLC assumes possession of it. Upon termination of any Equipment Lease, LLC may declare all fees and obligations of Lessee then due relating to that Equipment Lease to be immediately due and payable.

19. **Miscellaneous.**

a. **Compliance with Laws.** This Lease is intended to comply with all applicable laws, rules, and regulations, including without limitation, anti-fraud and abuse provisions.

b. **Savings Clause.** If any provision of this Lease becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, or jeopardizes the Lessee's, LLC's, or any Affiliate's (including WPAHS's) status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as determined by counsel to any party, the parties agree to negotiate the terms of this Lease so that it no longer violates the same or jeopardizes any party's or Affiliate's status as a Section 501(c)(3) organization.

c. Assignment. LLC may not assign its rights or delegate its obligations under this Lease without the prior written consent of LLC. LLC may assign its rights and delegate its obligations hereunder to any entity affiliated with LLC.

d. Notices. All notices permitted or mandated by this Lease shall be in writing, sent by hand delivery, certified mail (postage prepaid), express courier, provided that confirmation of delivery is received. Notice shall be deemed delivered on the date shown on the postal return receipt or courier receipt. Notices shall be provided to the parties at the addresses/facsimile numbers set forth below or as otherwise designated in writing:

If to LLC:

West Penn Allegheny Foundation, LLC  
c/o West Penn Allegheny Health System  
320 East North Avenue, 16<sup>th</sup> Floor – South Tower  
Pittsburgh, PA 15212  
Attn: Judy J. Hlafcsak

If to Lessee:

Allegheny General Hospital  
320 East North Avenue  
Hospital Administration, 1<sup>st</sup> Floor  
Pittsburgh, PA 15212  
Attn: Connie Cibrone

e. Applicable Law. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania and jurisdiction shall be in Allegheny County, Pennsylvania.

f. Entire Agreement. This Lease constitute the parties' entire agreement concerning the subject matter hereof and supersede any other prior and contemporaneous communications.

g. Amendments. This Lease may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

h. Waiver. No waiver of any breach of this Lease will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

i. Force Majeure. Apart from any payment of any amounts due, neither party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

j. Counterparts. This Lease may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals or such pages.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the later day and year written above.

West Penn Allegheny Foundation, LLC

By: *John S. Albin*

Title: *ASSISTANT TREASURER*

Allegheny General Hospital

By: *C. M. C.*

Title: *PRESIDENT & CEO*

Counterpart No. 1 of one manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security ownership interest herein may be created through the transfer of possession of any Counterpart other than Counterpart No. 1.

## Schedule No. 1

Equipment	See Attachment
Equipment Lease Commencement Date	December 22, 2006
Initial Lease Term (must be at least 5 years)	Maturity on December 22, 2013
Renewal Term(s)	The Lessee has the option , in its sole discretion, to extend the Lease for an additional three (3) years from the Maturity Date upon providing written notice of the exercise of such option to the Lessor no less than 20 days prior to the Maturity Date. The lease renewal base rent will be at fair market value, as mutually agreed upon between the Lessee and Lessor, at the time of the exercise of the renewal option.
Base Rent	\$62,780.16 from December, 22, 2007 to and including December 22, 2013
Payment Terms	National City Commercial Capital Corporation, the Lender, shall bill the Lessee directly for Base Rent payments and the Lessee shall pay the Lender directly upon such terms as mutually agreed upon.
Equipment Location/Site Specifications	Allegheny General Hospital, 320 East North Avenue, Pittsburgh, PA 15212

# Document Divider

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment of Leases"), made this 22nd day of December, 2006, by WEST PENN ALLEGHENY FOUNDATION, LLC, a single member limited liability company ("Assignor"), to NATIONAL CITY COMMERCIAL CAPITAL CORPORATION, an Ohio corporation (hereinafter called "Assignee").

**WITNESSETH THAT:**

WHEREAS, the Allegheny County Hospital Development Authority (the "Authority") issued its Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project), in the principal amount of \$4,949,555.66 (the "Note") under a Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") among the Assignor, the Assignee and the Authority for the purpose of financing the acquisition of certain equipment and the payment of certain related financing costs; and

WHEREAS, as security for the Note, the Assignor has granted to the Assignee a first lien security interest in and to all equipment purchased with the proceeds of the Note, whether now owned or hereafter at any time arising or acquired by the Assignor and wherever located, including all replacements, additions, accessions, substitutions, repairs, guaranties and securities therefore, and all documents, records, ledger sheets and files relating thereto, including but not limited to the equipment (the "Equipment") identified on **Exhibit A**, attached hereto and hereby made a part hereof; and

WHEREAS, as additional security for performance of Assignor's obligations under the Note (and any extensions and/or modifications thereof), Assignor has agreed to assign to Assignee, all of Assignor's rights under that certain Lease Agreement dated December 22, 2006 (the "Equipment Lease"), between the Assignor and Allegheny General Hospital, a Pennsylvania nonprofit corporation ("AGH"), relating to the Equipment; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. **Assignment of Leases.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest and privileges in the Equipment Lease, including, but not limited to all licenses, if any, and any other agreements entered into between Assignor and AGH, now or hereafter in existence with respect to the Equipment or any part thereof, together with any extension or renewal of any such lease (collectively, the "Lease"). This Assignment includes:

- (a) all rents, income and profits due or to become due under the Lease, or any of them;
- (b) any sums to which Assignor may become entitled in any court proceeding involving the bankruptcy, insolvency or reorganization of any lessee; and
- (c) any payments made by any lessee in lieu of rent.

2. Limitations on Assignment.

(a) This Assignment is given for the purpose of securing performance by Assignor of all of its obligations under the Financing Agreement, and accordingly will terminate, upon payment in full of all indebtedness evidenced by the Note, and discharge of all Assignor's other obligations under the Note.

(b) So long as Assignor has not received notice of default, if required, under the Note, or this Assignment, Assignor shall have the right to collect all rents, issues and profits from the Equipment and to retain, use and enjoy the same; provided, Assignor agrees that it will not under any circumstances collect or accept any rent more than 30 days prior to accrual.

3. Assignor's Obligations. Assignor agrees that it will perform all of its obligations as lessor under the Lease and enforce the performance by AGH of its obligations under the Lease. Upon a default or Event of Default (as defined in the Financing Agreement) or under the Note, Assignor will not terminate the Lease, or any of them, or accept surrender of possession of any Equipment covered by any Lease, or modify any Lease, grant waivers or excuse, condone or release any lessee or any guarantor or surety of any lessee's obligations without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

4. Cross Default. Any default by Assignor under the Note, or any judicially determined default by Assignor under any of the Lease which shall not be cured by Assignor within the applicable cure periods, if any, shall be considered a default under this Assignment, and any default under this Assignment shall be considered a default under the Note and in any such event, Assignee shall be entitled to exercise all or some or any of its remedies under the Note or under this Assignment, or as may otherwise be available to Assignee at law or in equity, in such order as Assignee may elect.

5. Assignee Not Bound to Perform Under Leases. Notwithstanding any presumption to the contrary, Assignee shall not be obligated by reason of acceptance of this Assignment to perform any obligation of Assignor as lessor under the Lease, and Assignor hereby agrees to indemnify Assignee and save it harmless from and against any loss, liability or damage arising from any claim by any lessee or any other party arising under or in connection with the Lease, or any of them, or this Assignment except gross negligence or willful misconduct. However, Assignee may, at its option, and without releasing Assignor from any obligation hereunder, after ten (10) days' written notice, except in emergency, discharge any obligation which Assignor fails to discharge, including without limitation, defending any legal action, and Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, together with interest thereon at the rate provided for in the Note and the same shall be added to the indebtedness evidenced by the Note and secured by this Assignment.

6. Warranties of Assignor. Assignor hereby represents and warrants to Assignee, as a material inducement to Assignee to accept this Assignment, that:

(a) As of the date hereof, except as stated hereinabove, there is no prior assignment of any of Assignor's rights under the Lease; and

(b) As of the date hereof, there is no agreement, written or oral, modifying any term of the Lease, or waiving or releasing any lessee from any obligation thereunder; and

(c) Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under any of the provisions hereof.

7. Notice to Lessees. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to the lessees under the Lease, or some or any of them. AGH is authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a notice to such effect, which notice shall not be given unless Assignor is in default hereunder or under the Note, accompanied by a demand for such payment, without any further proof of Assignor's default.

8. Security Agreement. This Assignment constitutes a security agreement pursuant to the Pennsylvania Uniform Commercial Code, and Assignee shall have all of the rights and remedies of a secured party thereunder. Assignor shall deliver to Assignee such financing statements, continuation statements, and other instruments necessary to perfect or continue Assignee's security interest granted hereunder.

9. Benefit and Burdens. This Assignment shall be binding upon Assignor and its successors and assigns, including any subsequent owner of the Equipment, and shall inure to the benefit of Assignee and its successors and assigns, including any assignee(s) of the Note.

10. Notices. All notices or demands hereunder must be served by personal service, or by certified or registered mail, postage prepaid, addressed to the parties as follows:

Assignor: West Penn Allegheny Foundation, LLC  
c/o: West Penn Allegheny Health System, Inc.  
Allegheny General Hospital  
320 East North Avenue, 16<sup>th</sup> Floor  
Pittsburgh, PA 15216

Copy to General Counsel

West Penn Allegheny Health System, Inc.  
East Commons Professional Building  
Four Allegheny Center, 9th Floor  
Pittsburgh, PA 15212  
Attention: General Counsel

1140074\_1

Assignee: National City Commercial Capital Corporation  
995 Dalton Avenue  
Cincinnati, OH 45203

Either party may change the address to which notices shall be sent by notice to the other given in accordance with this paragraph.

11. Applicable Law. This Assignment of Leases and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

CG\_1140074

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

ATTEST:

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: West Penn Allegheny  
Health System

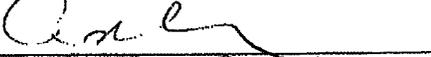
By: *[Signature]*  
(Asst) Secretary

By: *[Signature]*  
Name: THOMAS S. ALBANESE JR.  
Title: ASSISTANT TREASURER

ACKNOWLEDGMENT OF ALLEGHENY GENERAL HOSPITAL OF THE ASSIGNMENT OF  
LEASES AND RENTS

Acknowledged and Consented by

ALLEGHENY GENERAL HOSPITAL

By:   
Name: CONNIE M. CIRRONE  
Title: PRESIDENT & CEO

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**EXHIBIT A**  
**DESCRIPTION OF EQUIPMENT**

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22691466	Your P O: JM817306	Invoice Date: 09/27/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/26/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
9 000	44 00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 Inch Casters Nurse Call, Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surfaces, English Language decals. Light Neutral End Panels	\$8,735.28	\$384,352.32
9 001	44 00	P3200D000076	VERSACARE FRAME H201AD2052 H301AD2053 H201AD2057 H201AD2030 H202AD2167 H202AD2169 H202AD2190 H202AD2192 H202AD2195 H202AD2196 H202AD2198 H302AD2169 H202AD2200 H202AD2202 H202AD2205 H202AD2209 H202AD2200 H202AD2209 H257AD8614 H257AD8616 H257AD8518 H257AD8620 H257AD8526 H257AD8529 H257AD8535 H257AD8537 H257AD8641 H257AD8644 H258AD8725 H258AD8727 H258AD8729 H258AD8731 H258AD8739 H262AD9218 H262AD9220 H263AD9221 H263AD9223 H263AD9224 H262AD9226 H263AD9401 H263AD9404 H263AD9407 H263AD9412 H263AD9413		
9 002	44 00	P2217	IV POLE		
9 003	44 00	P3251ED	P3251ED VERSACARE DYNAMIC		
9 004	44 00	P3207A01	PENDANT WITH NEL		
9 005	44 00	P379Z27D	COMMUNICATION CABLE		
Sub Total:					\$384,352.32
<b>Total</b>					<b>\$384,352.32</b>

<p>U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643592          Pittsburgh, PA 15264-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1059 State Road 48 East          Batesville, IN 47006          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>
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# Original Invoice

Invoice No: 22692137	Your P O : JM817306	Invoice Date: 09/28/2006
Hill-Rom Order No.: SQ 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/27/2006

Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212  Sold To Customer: 600119	Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212  Ship To Customer: 600121
--	--

Line	Qty	Product No	Product Description / Serial No.	Unit Price	Extended Price
3 000	28.00	SPQ2RT	SPQ2RT BED SYSTEM SpO2rt Bed System TC-655 SpO2rt Package Features Include: Voltage 120, English labels. SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Caster TOTALCARE FRAME H262AM7657 H262AM7682 H263AM7621 H263AM7624 H264AM7626 H264AM7628 H264AM7631 H264AM7634 H264AM7639 H264AM7637 H264AM7639 H264AM7641 H264AM7643 H264AM7644 H264AM7646 H264AM7648 H264AM7651 H264AM7652 H264AM7650 H264AM7652 H265AM7654 H265AM7660 H265AM7657 H265AM7669 H265AM7673 H265AM7675 H265AM7678 H265AM7685	\$20,380.50	\$570,654.00
3 001	28.00	P1900K005837	TOTALCARE FRAME		
3 002	26.00	P1921BM07	TOTALCARE HEADBOARD		
3 003	28.00	P1915ED5	TOTALCARE PULMONARY SURFACE		
3 004	28.00	P1923BM07	TOTALCARE TRANSPORT SHELF		
10.000	44.00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call, Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface, English Language decals. Light Neutral End Panels -	8 735.28	364 352.32
10 001	44.00	P3200D000076	VERSACARE FRAME H201AD2107 H201AD2109 H201AD2110 H201AD2111 H201AD2121 H201AD2122 H202AD2124 H202AD2141 H202AD2144 H202AD2147 H202AD2148 H202AD2149 H202AD2150 H202AD2155 H202AD2159		

<b>U S Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh, PA 15254-3592	<b>Visa and MasterCard Accepted</b> Past due balances subject to a 1% per month late charge, where applicable  Int'l ID #: 35-0382072
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<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1089 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7550 Fax #: 812-934-8539 Federal Tax ID # 35-1538921
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# Original Invoice

Invoice No: 22692137	Your P.O.: JM817306	Invoice Date: 09/28/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/27/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
10 002	44.00	P2217	H202AD2166 H202AD2199 H202AD2160 H202AD2162 H202AD2166 H202AD2228 H202AD2258 H202AD2265 H202AD2272 H202AD2289 H202AD2291 H202AD2293 H202AD2294 H202AD2297 H202AD2298 H202AD2299 H202AD2301 H202AD2302 H202AD2272 H202AD2274 H202AD2275 H202AD2278 H202AD2280 H202AD2281 H202AD2283 H202AD2285 H202AD2287 H202AD2289 H202AD2293		
10 003	44.00	P3261ED	IV POLE		
10 004	44.00	P3207A01	P3261ED VERSACARE DYNAMIC		
10 005	44.00	P379227D	PENDANT WITH NEL		
			COMMUNICATION CABLE		
40 000	3.00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface, English Language decals. Light Neutral End Panels -	8,735.28	26,205.84
40 001	3.00	P3200D000076	VERSACARE FRAME		
40 002	3.00	P2217	H263AD8301 H263AD8305 H263AD8402		
40 003	3.00	P3261ED	IV POLE		
40 004	3.00	P3207A01	P3261ED VERSACARE DYNAMIC		
40 005	3.00	P379227D	PENDANT WITH NEL		
			COMMUNICATION CABLE		
Sub Total:					5981,212.16

Total **5981,212.16**

<p align="center">U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643592          Pittsburgh PA 15264-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge, where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p align="center">Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number.</p>	<p align="center">For Questions / Correspondence Please Contact</p> <p>Hill-Rom Company          1059 State Road 46 East          Batesville, IN 47006          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>
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# Original Invoice

Invoice No: 22699397	Your P O : JM817308	Invoice Date: 10/18/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 12/17/2006

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 6772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
39 000	15 00	SPO2RT	SPO2RT BED SYSTEM SpO2rt Bed System TC-655 SpO2rt Package Features Include: Voltage 120. English labels, SpO2RT Pulmonary-Ready Surface , In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf, 6" Urethane Locking Caster	\$20,380.50	\$305,707.50
39.001	15 00	P1900K006B37	TOTALCARE FRAME H285AM7671 H285AM7695 H259AM7725 H270AM7769 H270AM7772 H270AM7773 H270AM7775 H270AM7782 H270AM7793 H271AM7814 H271AM7819 H271AM7820 H272AM7840 H272AM7841 H272AM7851		
39 002	15 00	P1921BM07	TOTAL CARE HEADBOARD		
39 003	15 00	P1915ED6	TOTALCARE PULMONARY SURFACE		
39 004	15 00	P1923BM07	TOTAL CARE TRANSPORT SHELF		
42 000	23.00	TOTALCAREACC	TOTALCARE ACCESSORIES TotalCare Accessory Set of 2 Permanent IV PolesENG	172.80	3,974.40
42.001	23 00	P1924B110	SET OF 2 PERM IV POLES-ENGLISH		
49 000	35 00	P379P89D	COMMUNICATION CABLE		
Sub Total:					\$309,681.90
Total					\$309,681.90

<p>U S Customers Send Payment To:</p> <p>Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592</p>		<p>Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge, where applicable</p> <p>Int'l ID #: 35-0382072</p>	
<p>Wire Payment:</p> <p>JP Morgan 101 Monument Circle Indianapolis, IN 45277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number</p>		<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company 1089 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8599 Federal Tax ID # 35-1538921</p>	



# Original Invoice

Invoice No: 22702581	Your P.O.: JM817306	Invoice Date: 10/26/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 12/25/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No	Product Description / Serial No.	Unit Price	Extended Price
35 000	9 00	EXCELCARE	EXCELCARE ExcelCare Bed System EC155 Package Features include: Voltage 120, English labels, Foam-Pressure Reduction Surface in Bed Scale	\$21,760.00	\$195,640.00
35 001	9.00	P610SCAP	EXCEL CARE BARIATRIC BED ES210143 ES210151 ES210159 ES210160 ES210164 ES210165 ES210166 ES210167 ES210168		
35 002	9 00	P614A	EXCEL CARE PENDANT		
35 003	9 00	P617ACAP	EXCEL CARE AIR SUPPLY UNIT		
35 004	9 00	P612EB	ER301134 ER301135 ER301136 ER301137 ER301138 ER301140 ER301141 ER301142 ER301143		
51 000	38 00	P379P89D	EXCEL CARE FOAM MATTRESS ASSY  COMMUNICATION CABLE		
Sub Total:					\$195,840.00
<b>Total</b>					<b>\$195,840.00</b>

**U.S. Customers Send Payment To:**  
  
 Hill-Rom  
 PO Box 643562  
 Pittsburgh, PA 15264-3592

Visa and MasterCard Accepted  
 Past due balances subject to a 1% per month late charge where applicable  
 Int'l ID #: 35-0382072

**Wire Payment:**  
  
 JP Morgan  
 101 Monument Circle  
 Indianapolis, IN 46277  
 Account #: 1823-4882-1  
 ABA Routing #: 074000010  
 Please reference your invoice number

**For Questions / Correspondence Please Contact:**  
  
 Hill-Rom Company  
 1069 State Road 46 East  
 Batesville, IN 47006  
 Phone #: 812-934-7850  
 Fax #: 812-934-8539  
 Federal Tax ID #: 35-1538921



# Original Invoice

Invoice No: 22705313	Your P.O.: JM817306	Invoice Date: 11/02/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 01/01/2007

Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212	Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212
Sold To Customer: 600119	Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
59 000	1.00	EXCELCARE	<b>EXCELCARE</b> ExcelCare Bed System EC165 Package Features Include: Voltage 120. English labels, Foam-Pressure Reduction Surface In Bed Scale	\$21 760 00	\$21 760 00
59 001	1 00	P610BCAP	EXCEL CARE BARIATRIC BED		
59 002	1 00	P614A	ES210177 EXCEL CARE PENDANT		
59 003	1 00	P617ACAP	EXCEL CARE AIR SUPPLY UNIT		
59 004	1 00	P612EB	ER301139 EXCEL CARE FOAM MATTRESS ASSY		
Sub Total:					\$21,760.00
<b>Total</b>					<b>\$21,760.00</b>

<b>U S Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh, PA 15264-3592	<b>Visa and MasterCard Accepted</b> Past due balances subject to a 1% per month late charge where applicable  Int'l ID # 35-0382072
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<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4852-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1039 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7850 Fax #: 812-934-8539 Federal Tax ID # 35-1538921
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A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22717929	Your P O.: JM817308	Invoice Date: 12/07/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 02/05/2007

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 8772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
55 000	40 00	TRANSTAR	<b>TRANSTAR PROCEDURAL STRETCHER</b> Transtar Procedural Stretcher Package PC-450 Features Include: 30" (762 mm) Width Non-Radiolucent Surface 4" (101 mm) thick mattress Ergonomic Push Handles at Head IV Poles Located at Head 5th Wheel Steering, Non-Conductive Caster Kne Gatch, Accent Color- Red Decal - Blank Head End Siderail Gap Firecode Not Required ATTENTION: Possible fire hazard if exposed to flame or smoldering sources This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101) Always confirm that use of this product meets applicable fire codes. Stretcher Warranty: 3 years parts, 2 years mattress, 1 year Service	\$3,407.25	\$136,290.00
55 001	40 00	P8000DD05580	<b>TRANSTAR STRETCHER FRAME</b> H331AN2933 H331AN2934 H331AN2935 H331AN2940 H331AN2941 H331AN2942 H331AN2943 H331AN2944 H331AN2945 H331AN2947 H331AN2948 H331AN2949 H331AN2952 H331AN2953 H331AN2954 H332AN2992 H332AN2993 H332AN2994 H332AN2995 H332AN3000 H332AN3001 H332AN3003 H332AN3004 H332AN3005 H332AN3033 H332AN3037 H332AN3038 H332AN3042 H332AN3043 H332AN3045 H333AN3046 H333AN3048 H333AN3049 H333AN3050 H333AN3052 H333AN3053 H333AN3054 H333AN3055 H333AN3055 H333AN3109		
55 002	40 00	P2305K	DEPARTMENT DECAL - BLANK		
55 003	40 00	P1432CBS4	4" TRANSTAR MATTRESS,30" WIDTH		
56 000	16 00	TRANSTAR	<b>TRANSTAR PROCEDURAL STRETCHER</b> Transtar Procedural Stretcher Package PC-450 Features Include:	3,407.25	54,516.00

<b>U S Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh PA 15284-3592	Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable  Int'l ID #: 35-0382072
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<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account # 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1069 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921
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# Original Invoice

Invoice No: 22717929	Your P O : JM817306	Invoice Date: 12/07/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 02/05/2007

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 6772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
56.001	16.00	P8000D005580	30" (762 mm) Width, Non-Radiolucent Surface. 4" (101 mm) thick mattress Ergonomic Push Handles at Head. IV Pole Located at Head 5th Wheel Steering, Non-Conductive Caster Knee Gatch. Accent Color- Red Decal - Blank Head End Siderail Gap Firecode Not Required ATTENTION: Possible fire hazard if exposed to flame or smoldering sources This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101) Always confirm that use of this product meets applicable fire codes Stretcher Warranty: 3 years parts, 2 years mattress, 1 year Service TRANSTAR STRETCHER FRAME H332AN3006 H333AN3057 H333AN3095 H333AN3097 H334AN3100 H334AN3101 H334AN3105 H334AN3107 H334AN3108 H334AN3111 H334AN3112 H334AN3113 H334AN3114 H334AN3115 H334AN3116 H334AN3117		
56.002	16.00	P230BK	DEPARTMENT DECAL - BLANK		
58.003	16.00	P1432CBS4	4" TRANSTAR MATTRESS, 30" WIDTH		
58.000	55.00	MISCPART	TRANSTAR KNEE GATCH UPGRADE S	400.00	22 400.00
Sub Total:					\$213,206.00
<b>Total</b>					<b>\$213,206.00</b>

**U S Customers Send Payment To:**  
  
Hill-Rom  
PO Box 643592  
Pittsburgh PA 15264 3592

Visa and MasterCard Accepted  
Past due balances subject to a 1% per month late charge where applicable  
Int'l ID # 35-0382072

**Wire Payment:**  
  
JP Morgan  
101 Monument Circle  
Indianapolis, IN 46277  
Account # 1923-4862-1  
ABA Routing # 074000010  
Please reference your invoice number

**For Questions / Correspondence Please Contact:**  
  
Hill-Rom Company  
1069 State Road 45 East  
Batesville, IN 47006  
Phone #: 812-934-7650  
Fax #: 812-934-8539  
Federal Tax ID # 35-1536921

# Hill-Rom.

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22689629	Your P O : JMB17306	Invoice Date: 09/23/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/22/2006

Attn Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
7.000	44.00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC755 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 3 Inch Casters Nurse Call, Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface, English Language decals. Light Neutral End Panels- VERSACARE FRAME	58,735.28	\$384,352.32
7.001	44.00	P3200D000076	H206AD2866 H206AD2896 H206AD2899 H206AD2852 H206AD2894 H206AD2902 H230AD5400 H230AD5401 H230AD5405 H230AD5408 H230AD5406 H230AD5411 H230AD5412 H230AD5415 H230AD5404 H235AD6085 H235AD6089 H235AD6081 H235AD6053 H235AD6085 H235AD6095 H236AD6097 H235AD5092 H235AD5101 H235AD5103 H235AD6104 H236AD8105 H236AD8107 H235AD6109 H236AD6111 H237AD6167 H237AD6173 H237AD6175 H237AD6177 H237AD6178 H237AD6181 H237AD6186 H237AD6186 H237AD6181 H237AD6183 H237AD6215 H237AD6216 H237AD6221 H237AD6226		
7.002	44.00	P2217	IV POLE		
7.003	44.00	P3251ED	P3251ED VERSACARE DYNAMIC		
7.004	44.00	P3207A01	PENDANT WITH NEL		
7.005	44.00	P379P89D	COMMUNICATION CABLE		
Sub Total:					\$384,352.32
Total					\$384,352.32

<p>U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643592          Pittsburgh, PA 15264-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge, where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1089 State Road 46 East          Batesville, IN 47005          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>
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# Original Invoice

Invoice No: 22690800	Your P.O.: JM817306	Invoice Date: 09/26/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/25/2006

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 6772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
2 003	44.00	SPO2RT	<b>SPO2RT BED SYSTEM</b> SpO2rt Bed System TC-655 SpO2rt Package Features include: Voltage 120. English labels. SPO2RT Pulmonary-Ready Surface , In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 6" Urethane Locking Castor <b>TOTALCARE FRAME</b>	520.380 50	5896.742 00
2 001	44 00	P1900K005837	H261AM7536 H261AM7538 H261AM7540 H261AM7542 H261AM7544 H261AM7546 H261AM7550 H262AM7551 H262AM7553 H262AM7555 H262AM7557 H262AM7558 H262AM7559 H262AM7563 H262AM7564 H262AM7565 H262AM7570 H262AM7571 H262AM7572 H262AM7573 H262AM7575 H262AM7577 H262AM7583 H262AM7585 H262AM7587 H263AM7589 H263AM7592 H263AM7596 H263AM7598 H263AM7599 H263AM7601 H263AM7602 H263AM7603 H263AM7605 H263AM7609 H263AM7609 H263AM7613 H263AM7614 H263AM7616 H263AM7618 H263AM7620 H264AM7655 H264AM7659 H264AM7659		
2 002	44 00	P1921BM07	<b>TOTAL CARE HEADBOARD</b>		
2 003	44 00	P1915ED5	<b>TOTALCARE PULMONARY SURFACE</b>		
2.004	44 00	P1923BM07	<b>TOTAL CARE TRANSPORT SHELF</b>		
6 000	72 00	TOTALCAREACC	<b>TOTALCARE ACCESSORIES</b> TotalCare Accessory Set of 2 Permanent IV PolesENG	172 80	12 441 50
6 001	72 00	P1924B110	<b>SET OF 2 PERM IV POLES-ENGLISH</b>		
47 000	8.00	SPO2RT	<b>SPO2RT BED SYSTEM</b> SpO2rt Bed System TC-655 SpO2rt Package Features include: Voltage 120. English labels,	20 380.50	163 044 00

<p align="center"><b>U S Customers Send Payment To:</b></p> <p>Hill-Rom PO Box 643592 Pittsburgh, PA 15264-3592</p>	<p>Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID # 35-0382072</p>
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<p><b>Wire Payment:</b></p> <p>JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number</p>	<p><b>For Questions / Correspondence Please Contact:</b></p> <p>Hill-Rom Company 1059 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921</p>
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# Original Invoice

Invoice No: 22690800	Your P O.: JM817306	Invoice Date: 09/26/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/26/2006

Attn: Accounts Payable  
ALLEGHENY GENERAL HOSPITAL  
PO BOX 6772  
PITTSBURGH PA 15212

Attn:  
ALLEGHENY GENERAL HOSPITAL  
1300 SANDUSKY ST  
PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
47 001	8 00	P1900K006837	SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf. 5" Urethane Locking Caster TOTALCARE FRAME H265AM7680 H265AM7683 H265AM7687 H265AM7689 H265AM7693 H265AM7693 H265AM7694 H265AM7699		
47 002	8 00	P1921BM07	TOTAL CARE HEADBOARD		
47 003	8 00	P1915ED5	TOTALCARE PULMONARY SURFACE		
47 004	8 00	P1923BM07	TOTAL CARE TRANSPORT SHELF		
Sub Total:					\$1,072,227.60

**Total** **\$1,072,227.60**

<p>U S Customers Send Payment To:</p> <p>Hill-Rom PO Box 843592 Pittsburgh, PA 15264-3592</p>	<p>Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company 1059 State Road 45 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921</p>
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# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22687648		Your P O : JM817308		Invoice Date: 09/20/2008	
Hill-Rom Order No.: SO 2644418		Payment Terms: NET 60 DAYS		Due Date: 11/19/2008	
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212			Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212		
Sold To Customer: 600119			Ship To Customer: 600121		
Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
3 000	25 00	COMFORTLINESE	COMFORTLINESE MATTRESS ComfortlineSE Mattress: Shearless 80" Length ATTENTION: Possible fire hazard if exposed to flame or smoldering sources This product is intended for use only in areas protected by an approved automatic sprinkler system (see NFPA 101). Always confirm that use of this product meets applicable fire codes	\$284 00	\$7 100 00
3 001	25.00	P732CA2	COMFORTLINE SE MATTRESS		
Sub Total:					\$7,100.00
<b>Total</b>					<b>\$7,100.00</b>
U S Customers Send Payment To:			Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge where applicable		
Hill-Rom PO Box 643582 Pittsburgh PA 15264-3582			Int'l ID #: 35-0382072		
Wire Payment:			For Questions / Correspondence Please Contact:		
JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number			Hill-Rom Company 1059 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1538921		



# Original Invoice

Invoice No: 22688909		Your P.O.: JM817306		Invoice Date: 09/19/2006	
Hill-Rom Order No.: S6 2685073		Payment Terms: NET 30 DAYS		Due Date: 10/19/2008	
Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212			Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212		
Sold To Customer: 600119			Shp To Customer: 600121		
Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
1 000	245 00	MISCPARTS	MISCELLANEOUS PARTS	5502 95	\$123 222 75
2 000	16 00	MISCPARTS	MISCELLANEOUS PARTS	710.48	11 367 68
Sub Total:					\$134,590 43
<b>Total</b>					<b>\$134,590 43</b>
<b>U S Customers Send Payment To:</b>  Hill-Rom PO Box 543592 Pittsburgh, PA 15264-3592			<b>Visa and MasterCard Accepted</b> Past due balances subject to a 1% per month late charge, where applicable  Int'l ID #: 35-0382072		
<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number			<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1099 State Road 46 East Batesville, IN 47006 Phone #: 812-934-7660 Fax #: 812-934-8539 Federal Tax ID # 35-1538921		

# Hill-Rom

A HILLENBRAND INDUSTRY

# Original Invoice

Invoice No: 22687637	Your P.O : JMB17306	Invoice Date: 09/20/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/19/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 8772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price	
1 000	25.00	SPO2RT	SPO2RT BED SYSTEM SpO2rt Bed System TC-655 SpO2rt Package Features Include: Voltage 120, English labels. SpO2RT Pulmonary-Ready Surface In-Bed Scale/GCI/ Bed Exit Transport Foot Shelf, 8" Urethane Locking Caster TOTALCARE FRAME	\$20,380.50	\$509,512.50	
1 001	25.00	P1900K006837	H254AM7355 H254AM7378 H254AM7379 H254AM7381 H254AM7388 H255AM7396 H255AM7421 H255AM7423 H255AM7430 H255AM7437 H256AM7439 H256AM7444 H256AM7455 H256AM7458 H257AM7461 H257AM7462 H257AM7463 H257AM7468 H257AM7491 H257AM7493 H257AM7495 H258AM7515 H258AM7521 H258AM7524 H258AM7530			
1 002	25 00	P1921BM07	TOTAL CARE HEADBOARD			
1 003	25 00	P1915ED5	TOTALCARE PULMONARY SURFACE			
1 004	25 00	P1923BM07	TOTAL CARE TRANSPORT SHELf			
4 000	40 00	P1938B100	CAP ROTATION MODULE - ENG P1938B00242H5 P1938B00251H P1938B00251H5P1938B00251H5P1938B00251H P1938B00251H5 P1938B00251H P1938B00251H5P1938B00251H5P1938B00251H P1938B00251H5 P1938B00251H P1938B00251H5P1938B00251H5P1938B00251H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H P1938B00252H5 P1938B00252H P1938B00252H5P1938B00252H5P1938B00252H	8,983.50	359,340.00	
5 000	40 00	P1939B100	PERCUSSION & VIBRATION MODULE P1939B00100H3 P1939B00100H P1939B00164H4888939B00242H5P1939B00242H P1939B00243H5 P1939B00243H P1939B00243H5P1939B00243H5P1939B00243H P1939B00243H5 P1939B00243H P1939B00243H5P1939B00244H5P1939B00244H P1939B00244H5 P1939B00251H P1939B00251H5P1939B00251H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H P1939B00252H5 P1939B00252H P1939B00252H5P1939B00252H5P1939B00252H	3,180.00	127,200.00	

<p>U S Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643992          Pittsburgh, PA 15264-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge, where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4852-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1059 State Road 45 East          Batesville, IN 47006          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1638921</p>
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# Original Invoice

Invoice No: 22687637	Your P O : JM817306	Invoice Date: 09/20/2006
Hill-Rom Order No.: SO 2628187	Payment Terms: NET 60 DAYS	Due Date: 11/19/2006

Attn: Accounts Payable ALLEGHENY GENERAL HOSPITAL PO BOX 6772 PITTSBURGH PA 15212  Sold To Customer: 600119	Attn: ALLEGHENY GENERAL HOSPITAL 1300 SANDUSKY ST PITTSBURGH PA 15212  Ship To Customer: 600121
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Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
8 000	19 00	VERSACAREAIR	VERSACARE WITH AIR VersaCare Package VC756 Features Include: In Bed-Scale, displays kilograms and pounds Fracture Frame Adapter-footend 5 inch Casters Nurse Call, Universal TV and Lighting and Composer Online Patient Position Monitor, 120 Volt Power Supply Air Surface, English Language decals, Light Neutral End Panels P1935B00295G1 P1939500293G P1935B00283G1R793900263G1P1939B40257H	6,725 28	165 970 32
8 001	19 00	P3200D000076	VERSACARE FRAME H256AD6735 H256AD8737 H256AD8741 H256AD8743 H256AD6745 H256AD8747 H256AD8751 H256AD8753 H256AD8755 H256AD8757 H256AD8761 H256AD8763 H256AD8765 H256AD8767 H256AD8771 H256AD8773 H256AD8775 H256AD8777 H256AD8781		
8 002	19 00	P2217	IV POLE		
8 003	19 00	P3251ED	P3251ED VERSACARE DYNAMIC		
8 004	19 00	P3207A01	PENDANT WITH NEL		
8 005	19 00	P379P89D	COMMUNICATION CABLE		
41 000	25 00	TOTALCAREACC	TOTALCARE ACCESSORIES TotalCare Accessory Set of 2 Permanent IV PolesENG	172 80	4 320 00
41 001	25 00	P1924B110	SET OF 2 PERM IV POLES-ENGLISH		
Sub Total:					\$1,166,342 82
<b>Total</b>					<b>\$1,166,342.82</b>

<b>U S Customers Send Payment To:</b>  Hill-Rom PO Box 643592 Pittsburgh PA 15264-3592	Visa and MasterCard Accepted Past due balances subject to a 1% per month late charge, where applicable  Int'l ID #: 35-0382072
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<b>Wire Payment:</b>  JP Morgan 101 Monument Circle Indianapolis, IN 46277 Account #: 1923-4862-1 ABA Routing #: 074000010 Please reference your invoice number	<b>For Questions / Correspondence Please Contact:</b>  Hill-Rom Company 1069 State Road 48 East Batesville, IN 47005 Phone #: 812-934-7650 Fax #: 812-934-8539 Federal Tax ID # 35-1536921
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# Original Invoice

Invoice No: 22686456	Your P.O.: JM817306 00169461	Invoice Date: 09/18/2006
Hill-Rom Order No.: SO 2644418	Payment Terms: NET 60 DAYS	Due Date: 11/17/2006

Attn: Accounts Payable  
 ALLEGHENY GENERAL HOSPITAL  
 PO BOX 6772  
 PITTSBURGH PA 15212

Attn:  
 ALLEGHENY GENERAL HOSPITAL  
 1300 SANDUSKY ST  
 PITTSBURGH PA 15212

Sold To Customer: 600119

Ship To Customer: 600121

Line	Qty	Product No.	Product Description / Serial No.	Unit Price	Extended Price
1 000	25 00	P8708	ARRO LOW BED	\$2,608 81	\$65,220 25
			450057 450058 450059 450060 450061 450062 450063 450064 450065 450066 450067 450068 450069 450070 450071 450072 450073 450074 450075 450076 450077 450078 450079 450080 450081		
			Sub Total:		\$65,220 25
<b>Total</b>					<b>\$65,220.25</b>

<p>U.S. Customers Send Payment To:</p> <p>Hill-Rom          PO Box 643592          Pittsburgh PA 15254-3592</p>	<p>Visa and MasterCard Accepted          Past due balances subject to a 1% per month late charge where applicable</p> <p>Int'l ID #: 35-0382072</p>
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<p>Wire Payment:</p> <p>JP Morgan          101 Monument Circle          Indianapolis, IN 46277          Account #: 1923-4862-1          ABA Routing #: 074000010          Please reference your invoice number</p>	<p>For Questions / Correspondence Please Contact:</p> <p>Hill-Rom Company          1059 State Road 48 East          Batesville, IN 47005          Phone #: 812-934-7650          Fax #: 812-934-8539          Federal Tax ID # 35-1538921</p>
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# cohen&grigsby

*progressive law*

Patrick S. Healy  
Direct Dial: (412) 297-4949

E-mail: [phealy@cohenlaw.com](mailto:phealy@cohenlaw.com)  
Direct Fax (412) 209-1956

January 10, 2007

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Internal Revenue Service Center  
Ogden, UT 84201

Re: Allegheny County Hospital Development Authority Health Facilities Revenue  
Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project)

Ladies and Gentlemen:

Enclosed please find Form 8038-G filed pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, in connection with the above-referenced notes which were issued on December 22, 2006.

I have also enclosed a photocopy of this letter and Form 8038-G. Please time and date stamp this copy as an acknowledgment of receipt of the filing and return it to me in the enclosed, self-addressed stamped envelope.

If you have any questions, please call me at (412) 297-4949.

Very truly yours,

COHEN & GRIGSBY, P.C.

By:   
Patrick S. Healy

2979 6101 5000 0101 8002

U.S. Postal Service™		CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>			
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>			
<b>OFFICIAL USE</b>			
Postage	\$ 87	Has Postmark Here 01/10 2007 \$00.000- 012H16207185 Registered Post: 15223 U.S. POSTAGE	012H16207185 \$00.000- 01/10 2007 Registered Post: 15223 U.S. POSTAGE
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)	1.85		
Restricted Delivery Fee (Endorsement Required)			
<b>Total Postage &amp; Fees</b>	<b>\$ 5.12</b>		
Sent To	HS		
Street, Apt. No., or PO Box No.			
City, State, ZIP+4	Ogden UT 84201		
PS Form 3800, July 2004 See Reverse for Instructions			

Pittsburgh Office - 11 Stanwix Street, 15<sup>th</sup> Fl, Pittsburgh, PA 15222-1319  
Telephone (412) 297-4900 - Fax (412) 209-0672 - [www.cohenlaw.com](http://www.cohenlaw.com)

# Document Divider

**Information Return for Tax-Exempt  
 Private Activity Bond Issues**  
 (Under Internal Revenue Code section 149(e))  
 ▶ See separate instructions.

OMB No 1545-0720

**Part I Reporting Authority** Check if Amended Return

1 Issuer's name <b>Allegheny County Hospital Development Authority</b>		2 Issuer's employer identification number <b>25 : 1327925</b>	
3 Number and street (or P O box if mail is not delivered to street address) <b>425 Sixth Avenue, Suite 800</b>		Room/suite	4 Report number <b>1 2006--7</b>
5 City, town, or post office, state, and ZIP code <b>Pittsburgh, PA 15219</b>		6 Date of issue <b>12/22/06</b>	
7 Name of issue <b>Health Facilities Revenue Note, Series A of 2006</b>		8 CUSIP number <b>n/a</b>	
9 Name and title of officer or legal representative whom the IRS may call for more information <b>Darnell Moses, Authorities Manager</b>		10 Telephone number of officer or legal representative <b>( 412 ) 350-1067</b>	

**Part II Type of issue (check the applicable box(es) and enter the issue price for each)** Issue Price

11 Exempt facility bond:		
a <input type="checkbox"/> Airport (sections 142(a)(1) and 142(c))		11a
b <input type="checkbox"/> Docks and wharves (sections 142(a)(2) and 142(c))		11b
c <input type="checkbox"/> Water furnishing facilities (sections 142(a)(4) and 142(e))		11c
d <input type="checkbox"/> Sewage facilities (section 142(a)(5))		11d
e <input type="checkbox"/> Solid waste disposal facilities (section 142(a)(6))		11e
f <input type="checkbox"/> Qualified residential rental projects (sections 142(a)(7) and 142(d)), as follows:		11f
Meeting 20-50 test (section 142(d)(1)(A))	<input type="checkbox"/>	
Meeting 40-60 test (section 142(d)(1)(B))	<input type="checkbox"/>	
Meeting 25-50 test (NYC only) (section 142(d)(6))	<input type="checkbox"/>	
Has an election been made for deep rent skewing (section 142(d)(4)(B))?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
g <input type="checkbox"/> Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))		11g
h <input type="checkbox"/> Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)		11h
Facility type.....		
1986 Act section.....		
i <input type="checkbox"/> Qualified enterprise zone facility bonds (section 1394) (see instructions)		11i
j <input type="checkbox"/> Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)		11j
k <input type="checkbox"/> District of Columbia Enterprise Zone facility bonds (section 1400A) (see instructions)		11k
l <input type="checkbox"/> Qualified public educational facility bonds (sections 142(a)(13) and 142(k))		11l
m <input type="checkbox"/> Other Describe (see instructions) ▶		11m
12 <input type="checkbox"/> Qualified mortgage bond (section 143(a))		12
13 <input type="checkbox"/> Qualified veterans' mortgage bond (section 143(b))		13
Check the box if you elect to rebate arbitrage profits to the United States	<input type="checkbox"/>	
14 <input type="checkbox"/> Qualified small issue bond (section 144(a)) (see instructions)		14
Check the box for \$10 million small issue exemption	<input type="checkbox"/>	
15 <input type="checkbox"/> Qualified student loan bond (section 144(b))		15
16 <input type="checkbox"/> Qualified redevelopment bond (section 144(c))		16
17 <input type="checkbox"/> Qualified hospital bond (section 145(c)) (attach schedule—see instructions)		17
18 <input checked="" type="checkbox"/> Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)		18
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶	<input type="checkbox"/>	
19 <input type="checkbox"/> Nongovernmental output property bond (treated as private activity bond) (section 141(d))		19
20 <input type="checkbox"/> Other. Describe (see instructions) ▶		20

**Part III Description of Bonds (Complete for the entire issue for which this form is being filed)**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/22/16	\$ 4,949,555	\$ 4,949,555	5 years	5.250 %

Part IV Uses of Proceeds of Issue (including underwriters' discount)		Amount
22	Proceeds used for accrued interest	0
23	Issue price of entire issue (enter amount from line 21, column (b))	4,949,555
24	Proceeds used for bond issuance costs (including underwriters' discount)	13,669
25	Proceeds used for credit enhancement	0
26	Proceeds allocated to reasonably required reserve or replacement fund	0
27	Proceeds used to currently refund prior issue (complete Part VI)	0
28	Proceeds used to advance refund prior issue (complete Part VI)	0
29	Add lines 24 through 28	13,669
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	4,935,886

**Part V Description of Property Financed by Nonrefunding Proceeds**  
 Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

31 Type of Property Financed by Nonrefunding Proceeds:		Amount
a	Land	n/a
b	Buildings and structures	n/a
c	Equipment with recovery period of more than 5 years	4,935,886
d	Equipment with recovery period of 5 years or less	n/a
e	Other (describe)	n/a

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.					
	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a	622110	\$	c		\$
b		\$	d		\$

**Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)**

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	n/a	years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded	n/a	years
35	Enter the last date on which the refunded bonds will be called	n/a	
36	Enter the date(s) the refunded bonds were issued	n/a	

**Part VII Miscellaneous**

37 Name of governmental unit(s) approving issue (see the instructions) **Allegheny County, Pennsylvania**  
**Allegheny County Hospital Development Authority**

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III)

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate

40 Check the box if you have identified a hedge (see instructions)

41 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user   
 Name  EIN

Part VIII Volume Caps		Amount
42	Amount of state volume cap allocated to the issuer. Attach copy of state certification	n/a
43	Amount of issue subject to the unified state volume cap	n/a
44	Amount of issue not subject to the unified state volume cap or other volume limitations:	n/a
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	n/a
b	Under a carryforward election. Attach a copy of Form 8328 to this return	n/a
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section	n/a
d	Under the exception for current refunding (section 146(f) and section 1313(a) of the Tax Reform Act of 1986)	n/a
45a	Amount of issue of qualified veterans' mortgage bonds	n/a
b	Enter the state limit on qualified veterans' mortgage bonds	n/a
46a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	n/a
b	Name of empowerment zone	
47	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification.	n/a

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of officer: James M. Edwards  
 Name of above officer (type or print)

Date: \_\_\_\_\_  
 Title of officer (type or print): Chairman

CERTIFICATE OF WEST PENN ALLEGHENY FOUNDATION, LLC

The undersigned hereby certifies that he holds the office of West Penn Allegheny Foundation, LLC, a Pennsylvania nonprofit corporation (the "Corporation"), set forth below his name and as such is authorized to make this certificate, and further certifies that the information contained in the Information Return for Tax-Exempt Private Activity Bond Issues (Form 8038) to be filed with the Internal Revenue Service pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, is true, accurate and complete as of the date hereof and may be relied upon by the Allegheny County Hospital Development Authority in preparing and filing said Information Return with the Internal Revenue Service.

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: *Dr. S. Allen J.*  
Authorized Officer

Dated: December 22, 2006

**SCHEDULE I**  
to  
**Form 8038**  
of  
**Allegheny County Hospital Development Authority**

The following 501(c)(3) organizations are expected to benefit from the qualified hospital bonds identified on this Form 8038:

<u>Name of Organization</u>	<u>Employer Identification No.</u>
West Penn Allegheny Foundation, LLC	20-1107650
Amount of Bond proceeds benefiting organization:	\$4,949,555.66
Amount of all other nonhospital bonds benefiting organization:	\$10,000,000



Commonwealth of Pennsylvania  
Department of State - Corporation Bureau  
Pedro A. Cortés  
UNIFORM COMMERCIAL CODE FILING ACKNOWLEDGMENT

01/11/2007

CORPORATION SERVICE COMPANY  
2704 Commerce Dr  
Harrisburg, PA 17110

File Number: 2007011105861 Filing Date: 01/10/2007 8:00 AM Filing Type: Public Financing Statement  
Lapse Date: 01/10/2037 Pages: 2

**Indexed Debtor(s):**

Commercial: West Penn Allegheny Foundation, LLC, WPAHS 16th Floor, AGH 320 East North Avenue, 16th Floor,  
Pittsburgh, PA, 15212

**Secured Party(s) / Assignee(s):**

Commercial: National City Commercial Capital Corporation, 995 Dalton Avenue, Cincinnati, OH, 45203

**Other Information:**

Please review the above information that was indexed in our database. We have indexed the above information exactly as it was presented on your enclosed filing. If there is an error please contact our office at the number listed below. If you wish to make a change from your original document an amendment (UCC-3) with the appropriate fee is required.

**UCC Filing Fees:**

UCC-1 and UCC-3	\$84.00
UCC-11	\$12.00
Copies	\$3.00

Please refer to the Secretary of State's web page at  
[www.dos.state.pa.us/corps](http://www.dos.state.pa.us/corps) for additional filing information.

206 North Office Building  
Harrisburg, PA 17120  
(717) 787-1057

[www.dos.state.pa.us/corps](http://www.dos.state.pa.us/corps)

Folder: T0701165001 Tracking: T0701165010

UPE-0009399

# Document Divider

File Number: 2007011105861  
 Date Filed: 01/10/2007 08:00 AM  
 Pedro A. Cortés  
 Secretary of the Commonwealth

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

---

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Corporation Service Company  
 Acct # 30044

Commonwealth of Pennsylvania  
 UCC1 Initial Filing 2 Page(s)



T0701165010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insect only one debtor name (1a or 1b) - do not abbreviate or combine names**

<b>1a. ORGANIZATION'S NAME</b>				
West Penn Allegheny Foundation, LLC				
<b>OR</b>				
<b>1b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
WPAHS 16th Floor, AGH 320 East North Avenue, 16th Floor		Pittsburgh	PA	USA
				<b>COUNTRY</b>
				15212
<b>1d. SEE INSTRUCTIONS</b>	<b>ADDL. INFO RE ORGANIZATION DEBTOR</b>	<b>1e. TYPE OF ORGANIZATION</b>	<b>1f. JURISDICTION OF ORGANIZATION</b>	<b>1g. ORGANIZATIONAL ID #. If any</b>
		LLC	Pennsylvania	PA3219940 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insect only one debtor name (2a or 2b) - do not abbreviate or combine names**

<b>2a. ORGANIZATION'S NAME</b>				
<b>OR</b>				
<b>2b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
				<b>COUNTRY</b>
<b>2d. SEE INSTRUCTIONS</b>	<b>ADDL. INFO RE ORGANIZATION DEBTOR</b>	<b>2e. TYPE OF ORGANIZATION</b>	<b>2f. JURISDICTION OF ORGANIZATION</b>	<b>2g. ORGANIZATIONAL ID #. If any</b>
				<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR (SP)) - Insect only one secured party name (3a or 3b)**

<b>3a. ORGANIZATION'S NAME</b>				
National City Commercial Capital Corporation				
<b>OR</b>				
<b>3b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
995 Dalton Avenue		Cincinnati	OH	45203
				<b>COUNTRY</b>
				USA

**4. This FINANCING STATEMENT covers the following collateral:**

All equipment purchased by Debtor with the proceeds of the Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project) issued by the Allegheny County Hospital Development Authority, whether now owned or hereafter at any time arising or acquired by the Debtor and wherever located, including all replacements, additions, accessions, substitutions, repairs, guaranties and securities therefor, and all documents, records, ledger sheets and files relating thereto

<b>5. ALTERNATIVE DESIGNATION (if applicable):</b>	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEY/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
<b>6. THIS FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>7. CHECK TO REQUEST SEARCH REPORT(S) on Debtor(s)</b>	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	<b>ADDITIONAL FEE:</b>			

**8. OPTIONAL FILER REFERENCE DATA**  
 WPAF Series A of 2006 Note (Beds Project) 705997-5Aa

# Document Divider

**ASSIGNMENT OF FINANCING AND SECURITY AGREEMENT**

This Assignment of Financing and Security Agreement made as of this 22 day of December 2006 by and between **ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**, a body corporate and politic duly organized and existing under the laws of the Commonwealth of Pennsylvania ("Assignor"), and **NATIONAL CITY COMMERCIAL CAPITAL CORPORATION**, an Ohio corporation ("Assignee).

**WITNESSETH THAT:**

FOR VALUE RECEIVED, Assignor hereby assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to that certain Financing and Security Agreement dated as of the 22 day of December, 2006 (the "Agreement") by and among WEST PENN ALLEGHENY FOUNDATION, LLC, a Pennsylvania limited liability company (the "Borrower"), Assignor and Assignee;

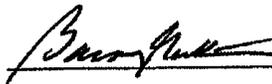
TO HAVE AND TO HOLD, from this day forward, the same unto Assignee from the date hereof until the end of the term described in the Agreement, subject to the covenants, conditions and provisions also set forth therein;

PROVIDED, HOWEVER, Assignor shall retain the rights to receive certain fees as provided in Section 9(c) of the Agreement and to indemnification from the Borrower in accordance with Section 9(d) of the Agreement.

Assignee hereby assumes the performance of the terms, obligations, covenants and provisions of the Agreement, all with the same force and effect as if Assignee had signed the Agreement originally in place of Assignor. Assignee hereby agrees to indemnify and save Assignor harmless from all manner of suits, actions, damages, charges and expenses, including attorneys' fees, that Assignor may sustain in connection with the Agreement and this Assignment or by reason of Assignee's failure so to perform the Agreement or by reason of Assignee's breach of any of the terms, obligations, covenants or conditions of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Financing and Security Agreement to be executed the day and year first above written.

ATTEST:

  
\_\_\_\_\_

ASSIGNOR:  
ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By:   
\_\_\_\_\_

Name: James M. Edwards

Title: Chairman

ATTEST:

\_\_\_\_\_

ASSIGNEE:  
NATIONAL CITY COMMERCIAL CAPITAL  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Financing and Security Agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_

ASSIGNOR:  
ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Name: James M. Edwards

Title: Chairman

ATTEST:

\_\_\_\_\_

ASSIGNEE:  
NATIONAL CITY COMMERCIAL CAPITAL  
CORPORATION

By:  \_\_\_\_\_

Name: Sean D. McAllister  
Vice President

Title: \_\_\_\_\_

# Document Divider

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**TAX REGULATORY AGREEMENT**

**and**

**NO ARBITRAGE CERTIFICATE**

---

**Between**

**Allegheny County Hospital Development Authority**

**and**

**West Penn Allegheny Foundation, LLC**

**Dated as of December 22, 2006**

---

**\$4,949,555.66**

**Health Facilities Revenue Note, Series A of 2006  
(West Penn Allegheny Foundation, LLC Project)**

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TAX REGULATORY AGREEMENT

and

NO ARBITRAGE CERTIFICATE

THIS TAX REGULATORY AGREEMENT and NO ARBITRAGE CERTIFICATE (the "Tax Regulatory Agreement") is made and dated as of December 22, 2006, between Allegheny County Hospital Development Authority, (the "Issuer") and West Penn Allegheny Foundation, LLC (the "Borrower"). For purposes of the use of proceeds of the Note (as hereinafter defined) and any certification contained in this Tax Regulatory Agreement, "Borrower" includes any organization described in Section 501(c)(3) of the Code (defined below) that is part of the same "controlled group" with the Borrower within the meaning of Section 1.150-1(e) of the Regulations (as hereinafter defined).

**WITNESSETH:**

WHEREAS, this Tax Regulatory Agreement has been executed by the Issuer and the Borrower to ensure compliance by the Issuer and the Borrower with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations thereunder; and

WHEREAS, the Issuer is acting as a "conduit issuer" in order to benefit the Borrower, and the Issuer's representations herein concerning the use of the Project, use of Proceeds and the Note is based on information provided to it by the Borrower, including the Borrower's warranties, representations and covenants herein; and

WHEREAS, to ensure that interest on the Issuer's Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project) (the "Note") will be and remain excludable from gross income under the Code, the restrictions contained in this Tax Regulatory Agreement must be satisfied.

NOW THEREFORE, the Issuer and the Borrower warrant, represent and covenant as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. The following words and phrases shall have the following meanings. Any capitalized word or term used herein ascribed thereto in the hereinafter defined Agreement.

"Act" means the Municipal Authorities Act of 1945.

"Agreement" means the Financing and Security Agreement dated as of December 22, 2006 by and between the Issuer and the Borrower, as supplemented and amended from time to time.

"Bona Fide Debt Service Fund" means, as defined by the Regulations, a fund, which may include Proceeds of an issue, that is used primarily to achieve a proper matching of revenues and interest payments within each Bond Year, and is depleted at least once a year, except for a reasonable carryover amount (not to exceed the greater of the earnings on the fund for the immediately preceding Bond Year or one-twelfth of the principal and interest payments on the issue for the immediately preceding Bond Year).

"Note Counsel" means the law firm or firms with expertise in public finance delivering their approving opinions with respect to the issuance of or the exclusion from gross income for federal income tax purposes of interest on the Note.

"Bond Year" means the one-year periods during the term of the Note beginning January 1 of any calendar year and ending on December 31 of the next succeeding calendar year. The first Bond Year begins on the Date of Issue of the Note and ends on December 31, 2006.

"Capitation Fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cost of Issuance" means with respect to the Note all costs that are treated as costs within the meaning of Section 1.150-1(b) of the Regulations, including but not limited to, (a) underwriter's spread (whether realized directly or derived through purchase of the Note at a discount below the price at which they are expected to be sold to the public); (b) counsel fees (including note counsel, underwriter's counsel, Issuer's counsel, trustee's counsel and Borrower's counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Note); (c) financial advisory fees incurred in connection with the issuance of the Note; (d) rating agency fees; (e) ant trustee fees incurred in connection with the issuance of Note; (f) paying agent and certifying and authenticating agent fees related to issuance of the Note; (g) accountant fees related to the issuance of the Note; (h) printing costs of the Note and of the preliminary and final offering materials, if any; (i) publication costs associated with the financing proceedings; (j) any fees paid to the Issuer; and (k) costs of engineering and feasibility studies necessary to the issuance of the Note; provided, that bond insurance premiums and certain credit enhancement fees, to the extent treated as interest expense under applicable income tax regulations, shall not be treated as "Costs of Issuance."

"Costs of the Project" means all reasonable or necessary costs and expenses of the Project that are permitted under the Act and the Code to be paid out of proceeds of the Note.

"Date of Issue" means December 22, 2006.

"Discharged" means, with respect to any bond or note, the date on which all amounts due with respect to such bond or note are actually and unconditionally due, if cash is available at the place of payment for such bond or note, and no interest accrues with respect to such bond after such date.

"Facilities" means the capital projects financed by the Borrower with the Proceeds of the Note.

"Governmental Unit" means a state, a political subdivision or instrumentality of the foregoing within the meaning of Section 141(b)(6) of the Code and shall include the Issuer but not the Borrower.

"Gross Proceeds" means the Proceeds and Replacement Proceeds of an issue.

"Investment Proceeds" means any amounts actually or constructively received from investing Proceeds of an issue.

"IRS" means the Internal Revenue Service.

"Issue Price" (other than for purposes of Form 8038) means \$4,949,555.66 (par, plus accrued interest, less any original issue discount ("OID") plus original issue premium ("OIP")). For purposes of Form 8038-G, Issue Price means \$4,949,555.66 (par, less OID plus OIP).

"Lender" means National City Commercial Capital Corporation.

"Net Proceeds" means Proceeds of an issue reduced by amounts in a reasonably required reserve or replacement fund.

"Nonpurpose Investment" means any security, obligation, annuity contract, or investment type property as defined in Section 148(b) of the Code, that is not a Purpose Investment, including "specified private activity bonds" as defined in Code Section 57(a)(5)(c), but not including any other tax-exempt bond.

"Periodic Fixed Fee" means a stated dollar amount for services rendered for a specified period of time. The stated dollar amount may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards.

"Per-Unit Fee" means a fee based on a unit of service provided. For example, a stated dollar amount for each car parked or each unit of a housing facility that is occupied would constitute a "per-unit fee."

"Private Person" means any person or entity other than a Governmental Unit.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue.

"Project" means the Facilities financed with the Proceeds of the Note.

"Purpose Investment" means an investment that is acquired to carry out the governmental purpose of an issue.

"Qualified Project" means collectively that portion of the Project financed with Qualified Project Costs.

"Qualified Project Costs" means Costs of the Project which will result in property which is or will be owned by the Borrower and will not be used in an "unrelated trade or business" (as such term is used in Section 513(a) of the Code) of the Borrower (or any other organization described in Section 501(c)(3) of the Code) or in the trade or business of a person who is neither a governmental unit nor an organization described in Section 501(c)(3) of the Code. For purposes of the preceding sentence, any fees paid for guarantees, capitalized interest, remarketing fees or any similar costs properly allocable to Qualified Project Costs to be paid or reimbursed from Proceeds of the Note (e.g., interest and guarantee fees paid with Proceeds of the Note allocable to a building owned and operated by the Borrower that is not used in an unrelated trade or business and is not otherwise used by a person that is neither a governmental unit nor an organization described in Section 501(c)(3) of the code) shall be considered Qualified Project Costs. Qualified Project Costs shall not include costs or expenses paid more than sixty (60) days prior to the adoption by the Borrower of its resolution declaring its intent to reimburse Project Costs with Note Proceeds unless those expenditures qualify as "Preliminary Expenditures" within the meaning of the Regulations or a de minimus amount that does not exceed the lesser of five percent (5%) of the Proceeds of the Note or \$100,000. Qualified Project Costs shall not include any Costs of Issuance.

"Regulation" or "Regulations" means the temporary, proposed or final Income Tax Regulations, and any amendments thereto, promulgated by the Department of the Treasury and applicable to the Note, including Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1 and Sections 1.150-1 and 1.150-2.

"Replacement Proceeds" means amounts defined in Section 1.148-1(c) of the Regulations.

"Sale Proceeds" means any amount actually or constructively received from the sale of an issue, including amounts used to pay Underwriter's discount or compensation and accrued interest other than "pre-issuance accrued interest." Sale Proceeds also include, but are not limited to, amounts derived from the sale of a right that is associated with a bond, and that is described in Section 1.148-4(b)(4) of the Regulations.

"Service Provider" means any Private Person that provides services under a Service Provider agreement with respect to the Project financed or refinanced by the Note.

"State" means the Commonwealth of Pennsylvania.

"Tax-Exempt Bond" means any obligation other than specified private activity bonds (as defined in Section 57(a)(5)(C) of the Code) the interest on which is excludable from the gross income of the recipients thereof.

"Tax Regulatory Agreement" means this Tax Regulatory Agreement and No Arbitrage Certificate dated as of December 22, 2006 between the Issuer and the Borrower.

"Transferred Proceeds" means those Proceeds of a prior issue that become Proceeds of a refunding issue and cease to be Proceeds of the prior issue when Proceeds of the refunding issue discharge any of the outstanding principal amount of the prior issue. The amount of Proceeds of the issue that become Transferred Proceeds of the refunding issue is an amount equal to the Proceeds of the prior issue on the date of that discharge multiplied by a fraction (i) the numerator of which is the principal amount of the prior issue discharged with Proceeds of the refunding issue on the date of that discharge; and (ii) the denominator of which is the total outstanding principal amount of the prior issue on that date immediately before the date of that discharge.

"Yield" or "yield" means, for purposes of yield on an issue, and as specifically modified herein and as provided further in Section 1.148-4 of the Regulations, the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal, interest, fees for qualified guarantees (as defined in Section 1.148-4 of the Regulations) on the issue and amounts properly allocable to a qualified hedge (as defined in Section 1.148-4 of the Regulations), produces an amount equal to the present value, using the same discount rate, of the aggregate Issue Price of the bonds as of the issue date. For purposes of determining yield on an investment, and as specifically modified herein and as provided further in Section 1.148-5 of the Regulations, yield is that discount rate that, when used in computing the present value as of the date the investment is first allocated to the issue of all unconditionally payable receipts from the investment, produces an amount equal to the present value of all unconditionally payable payments for the investment.

Section 1.2 Reliance on Information Provided by the Issuer and the Borrower. The Lender, Note Counsel and Borrower's Counsel shall be permitted to rely upon the contents of any certification, document or instructions provided pursuant to this Tax Regulatory Agreement and shall not be responsible or

liable in any way for the accuracy of their contents or the failure of the Issuer or the Borrower to deliver any required information.

## ARTICLE II CERTAIN REPRESENTATIONS

### Section 2.1 Representations as to the Project.

(a) (i) The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent, that at least 95% of the Proceeds of the Note will be used to finance a Qualified Project. The Borrower represents that no more than 2% of the Proceeds of the Note will be used to pay for Costs of Issuance and that no more than 5% of the Proceeds of the Note (less the portion of the Proceeds of the Note allocable to Costs of Issuance) will be used to finance Costs of the Project which in the aggregate will be used in an unrelated trade or business of the Borrower or will be used pursuant to a lease, sub-lease or other contractual arrangement that provides a Private Person other than the Borrower use of the facility that is different from the use by the general public unless the Borrower receives an opinion of Note Counsel that such use or arrangement will not adversely affect the exclusion of interest on the Note from gross income for federal income tax purposes. See Section 2.4 of this Tax Regulatory Agreement.

(ii) The Borrower represents and covenants that it will not enter into any lease, operating agreement or activity with respect to the Project that is unrelated to its exemption under Section 501(a) of the Code without obtaining an unqualified opinion of Note Counsel that such lease, operating agreement or activity will not adversely affect the exclusion of interest on the Note for federal income tax purposes.

(b) The Borrower represents that the Project does not include any airplanes, skybox or private luxury box, facilities primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(c) The Borrower represents that any health club facility which is a part of the Project will be used directly for purposes qualified under the Borrower's Section 501(c)(3) exempt purposes under the Code.

(d) The Note is registered within the meaning of Section 149(a) of the Code.

(e) The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent that they reasonably expect that at least 95% of the Costs of Issuance of the Note will have been paid by the date that is one hundred eighty (180) days after the Date of Issue.

(f) The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent that they reasonably expect that 85% of the Proceeds of the Note allocable to the Project will be used to carry out the governmental purpose of the Note by the date that is three (3) years from the Date of Issue of the Note, and Borrower further represents that no more than 50% of the Proceeds of the Note allocable to such Project will be invested in nonpurpose investments having a substantially guaranteed yield for four (4) years or more.

### Section 2.2 Representations as to 501(c)(3) Status of the Borrower; Representations as to \$150 Million Cap.

(a) As of the date of delivery hereof, the Borrower represents that it is a single member limited liability company and its sole member has been recognized by the IRS as an organization exempt from federal income taxes under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code. The Borrower agrees that it shall not perform any acts or enter into any agreement which shall adversely affect its federal income tax status nor shall the Borrower carry on or permit to be carried on at the Project or permit the Project to be used in any trade or business or by any person if such activity would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note or if such activity would adversely affect the Borrower's or its sole member's federal income tax status under Section 501(c)(3) of the Code. The Borrower also represents that it will not permit any use of the Project that would cause any portion of the Project to be used in an unrelated trade or business within the meaning of Section 513 of the Code.

(b) For purposes of the \$150 million cap, the Borrower represents that at least 95% of the Net Proceeds of the Note will be used to finance or refinance capital expenditures incurred after August 5, 1997.

**Section 2.3 Change in Use of the Project.** The Borrower acknowledges that a change in use of the Project, within the meaning of Section 150 of the Code, will result in the Borrower being treated as engaged in an "unrelated trade or business" within the meaning of Section 513 of the Code from the date on which the change in use occurs. The amount of such unrelated trade or business income is equal to the fair rental value of the property, with interest on the Note being nondeductible against the unrelated trade or business income. If the Borrower sells or otherwise transfers ownership of the Project (other than to a governmental unit or another qualifying 501(c)(3) organization), the new owner may be denied an interest deduction (including the interest component of rent or other user charges) incurred in connection with the acquisition of the Project. The Borrower also acknowledges that a change of use of the Project could cause the interest on the Note to become includable in the gross income of the bondholders for federal income tax purposes.

**Section 2.4 Service Contracts.** The Borrower acknowledges that in determining whether all or a portion of the Proceeds of the Note allocable to the Project are used, directly or indirectly, in the trade or business of a Private Person for purposes of the "private business use test" under Section 141(b)(1) of the Code, use by a Private Person pursuant to a management or other service contract must be examined. The Project is leased to Allegheny General Hospital ("AGH") pursuant to an operating lease (the "Lease"). AGH is not a Private Person under the Code and, therefore, the Lease does not need to comply with the requirements of Rev. Proc. 97-13, as modified by Rev. Proc. 2001-28. However, any contract with a Private Person to manage the Project, or a portion of the Project, must be examined. Pursuant to Rev. Proc. 97-13, as modified by Rev. Proc. 2001-28, a management or other service contract between the Borrower and a Private Person will not result in the Proceeds of the Note being used in the trade or business of a Private Person if the following guidelines are satisfied:

(a) The contract must provide for reasonable compensation for services rendered with no compensation based, in whole or in part, on a share of net profits from the operation of the Project. Reimbursement of the Service Provider for actual and direct expenses paid by the Service Provider to unrelated parties is not by itself to be treated as compensation. Permitted compensation arrangements include:

(i) an arrangement where at least 95% of the compensation for services for each annual period during the term of the contract is based on a Periodic Fixed Fee;

- (A) The term of the contract, including all renewal options, must not exceed the lesser of 80% of the reasonably expected useful life of the financed property and fifteen (15) years.
  - (B) A fee does not fail to qualify as a Periodic Fixed Fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.
- (ii) an arrangement where at least 80% of the compensation for services for each annual period during the term of the contract is based on a Periodic Fixed Fee;
- (A) The term of the contract, including all renewal options, must not exceed the lesser of 80% of the reasonably expected useful life of the financed property and ten (10) years.
  - (B) A fee does not fail to qualify as a Periodic Fixed Fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.
- (iii) an arrangement where either at least 50% of the compensation for services for each annual period during the term of the contract is based on a Periodic Fixed Fee or all of the compensation for services is based on a Capitation Fee or a combination of a Capitation Fee and a Periodic Fixed Fee;
- (A) The term of the contract, including all renewal options, must not exceed five (5) years.
  - (B) The contract must be terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the third year of the contract term.
- (iv) an arrangement where all of the compensation for services is based on a Per-Unit Fee or a combination of a Per-Unit Fee and a Periodic Fixed Fee;
- (A) The term of the contract, including all renewal options, must not exceed three (3) years.
  - (B) The contract must be terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the second year of the contract term.
- (v) an arrangement where all of the compensation for services is based on a percentage of fees charged (during a start-up period, compensation may be based on a percentage of either gross revenues, adjusted gross revenues, or expenses of a facility) or a combination of a per-unit fee and a percentage of revenue or expense fee.

(A) The term of the contract, including renewal options, must not exceed two (2) years.

(B) The contract must be terminable by the Borrower on reasonable notice, without penalty or cause, at the end of the first year of the contract term.

(C) This permissible arrangement only applies to

(1) contracts under which the Service Provider primarily provides services to third parties, e.g., radiology services to patients; and

(2) management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses, e.g. a contract for general management services for the first year of operations.

(b) The Service Provider must not have any role or relationship with the Borrower that, in effect, substantially limits the Borrower's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. This requirement is satisfied: (A) if not more than 20% of the voting power of the governing body of the Borrower in the aggregate is vested in the Service Provider and its directors, officers, shareholders, and employees; (B) overlapping board members do not include the chief executive officers of the Service Provider or its governing body or the Borrower or its governing body; and (C) the Borrower and the Service Provider under the contract are not related parties as defined in Section 1.150-1(b) of the Regulations.

Section 2.5 Ownership. The Borrower represents that it owns the Project.

The Borrower represents that it owns the Project. The Project is leased pursuant to the Lease to AGH, a 501(c)(3) organization, for use at the Lessee's hospital. The Borrower represents that any future management contract for the Project shall be a qualifying service contract, (except for the management of certain facilities the costs of which will not exceed the 3% amounts referred to in Section 2.1(a)(i) or (ii) herein) at all times during the term of the Note. The Borrower knows of no reason why the Project will not be so owned and operated in the absence of (i) supervening circumstances not anticipated by the Borrower or the Issuer at Date of Issue, (ii) adverse circumstances beyond its control or (iii) such insubstantial parts or portions thereof as may occur as a result of normal use thereof. The Borrower will not change ownership or operation of the Project unless, in the written opinion of Note Counsel, such change will not result in the inclusion of interest on the Note in the gross income of the recipient for federal income taxation.

Section 2.6 120 Percent Maturity Limitation. Borrower represents that the weighted average reasonably expected remaining economic life of the assets comprising the assets refinanced with the Proceeds of the Note is at least 10 years. The reasonably expected economic life of any asset for purposes of this paragraph has been determined as of the later of the date on which the Note was issued, or the date on which the asset is placed in service (or expected to be placed in service). Borrower represents that the weighted average maturity of the Note is 5 years, which does not exceed 120% of the weighted average reasonably expected remaining economic life of the assets being financed or refinanced with the Note.

Section 2.7 TEFRA. A public hearing with respect to the issuance of the Note was held by the Issuer on November 14, 2006 which was preceded by public notice published in the Pittsburgh

Tribune-Review on October 27, 2006. On November 29, 2006, subsequent to the hearing held by the Issuer, the Chief Executive of the County of Allegheny, Pennsylvania approved the issuance of the Note.

Section 2.8 Federal Guarantee. The Borrower represents that the Note is not and shall not become directly or indirectly "federally guaranteed." Unless otherwise excepted under Section 149(b) of the Code, the Note will be considered "federally guaranteed" if (i) the payment of principal and interest with respect to the Note is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), (ii) 5% or more of the Proceeds of the Note is (A) to be used in making loans, the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof) or (B) to be invested (directly or indirectly) in federally insured deposits or accounts or (iii) the payment of principal or interest on the Note is otherwise indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). For purposes of determining whether the Note is federally guaranteed, a guarantee by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Insurance Borrower, or the Government National Mortgage Association shall not be considered a "federal guarantee."

Section 2.9 Representations by the Issuer for Purposes of IRS Form 8038. Section 149(e) of the Code requires as a condition to qualification for exclusion of interest on the Note for federal income tax purposes that the Issuer provide to the Secretary of the Treasury certain information with respect to the Note and the application of the Proceeds derived therefrom. Attached as Exhibit A is a copy of the Form 8038 filed with the IRS. The Issuer, based solely on information provided to it from the Borrower and other parties to the transaction, and the Borrower have no reason to believe that any of the information contained in the attached Form 8038 is not accurate.

### ARTICLE III SOURCE AND USE OF NOTE PROCEEDS

Section 3.1 Non-Arbitrage Purposes. Borrower represents that, and to the knowledge of the Issuer, no portion of the Note is issued solely for the purpose of investing the Proceeds from such portion at a materially higher yield than the yield on the Note.

Section 3.2 Sources. The cost of the Project will be financed by the Proceeds received from the issuance and sale of the Note. These sources can be broken down as shown on the chart attached hereto as Exhibit B.

Section 3.3 Uses. The total available Proceeds of the Note received from the sale of the Note are expected to be needed and fully expended as shown on the chart attached hereto as Exhibit B.

Section 3.4 Costs of Issuance. Costs of Issuance for the Note shall be paid solely from the proceeds from the Note as shown on the chart attached hereto as Exhibit B, which Costs of Issuance do not exceed two percent (2%) of the Proceeds of the Note. All Proceeds of the Note to be used to pay Costs of Issuance are expected to be expended for that purpose within one hundred eight (180) days after the date of issuance of the Note.

Section 3.5 Note Fund. The Lender may established a Note Fund.

If such a Note Fund is established, payments by the Borrower deposited into the Note Fund shall be applied to pay debt service on the Note. It is expected that the Borrower shall make payments directly to the Lender.

If established, the Note Fund is a Bona Fide Debt Service Fund because the Note Fund is primarily used to achieve a proper matching of revenues with principal and interest payments within each Bond Year, and the Note Fund is depleted at least once each Bond Year, except for a reasonable carryover amount as set forth in the Code. Consequently, the Note Fund may be invested without regard to Yield limitations.

Section 3.6 [RESERVED]

Section 3.7 Rebate Fund. The Lender, Borrower or Issuer may establish a Rebate Fund. Moneys in the Rebate Fund are to be used solely for the purpose of making Rebate payments as required in Section 148 of the Code. Moneys in the Rebate Fund are not reasonably expected to be used to pay debt service on the Note and there is no assurance that monies in the Rebate fund will be available for that purpose should Borrower encounter financial difficulty.

Section 3.8 Investment Earnings. The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent that no income is expected to be realized from the temporary investment of Note Proceeds. It is anticipated that all Proceeds will be applied to pay the cost of constructing the Project and Cost of Issuance on the date of issuance of the Note, and it is reasonably expected that no moneys will remain therein after payment of such costs and expenses.

Section 3.9 No Overissuance. The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent that the estimated cost of the Project (excluding all Cost of Issuance) anticipated to be incurred is at least \$4,949,555.66. Costs of the Project which exceed the amount of available Proceeds of the Note, and earnings, if any, thereon, will be paid with other funds of the Borrower or from Proceeds of bonds hereafter issued. Any contingency included in the estimated cost of acquisition and construction for inflation or escalation is reasonable, and is expected to be fully expended and utilized to complete the Project.

Section 3.10 Expenditure of Proceeds. The Issuer, based solely on information provided to it by the Borrower, and the Borrower represent that except as provided in this paragraph, all of the proceeds of the Note shall be applied to expenditures paid after the issue date of the Note.

Unless otherwise expressly provided, moneys will be accounted in each fund or account described herein on a "first-in, first-out" basis.

#### ARTICLE IV ARBITRAGE

Section 4.1 Arbitrage Information and Representations.

(a) The Borrower represents that the proceeds from the sale of the Note shall be applied as indicated in Article III hereto.

(b) The Borrower represents that no portion of the Proceeds of the Note will be used directly or indirectly to replace funds of the Borrower used directly or indirectly to acquire securities or obligations which may reasonably be expected, on the date hereof, to produce a Yield materially higher than the Yield on the Note.

(c) The Borrower represents, that an "abusive device" has not been employed with respect to the Note. An "abusive device" is any action that has the effect of (i) enabling the Issuer or the Borrower to

exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdening the tax-exempt bond market.

(d) No other obligations are being sold by the Issuer or any related entity at substantially the same time (i.e., within fifteen (15) days) of the sale date of the Note pursuant to a common plan of financing and which will be paid out of substantially the same source of funds as the Note or which will be paid directly or indirectly from Proceeds of the sale of the Note.

(e) The Issuer certifies that it has not been notified of the listing or proposed listing of the Issuer by the Internal Revenue Service as an issuer that may not certify its bonds.

(f) The Borrower represents the issuance of the Note will not involve the use of a "device" within the meaning of Section 149(d)(4) of the Code.

(g) The Issuer has received a fee of \$5,449.56 with respect to the issuance of the Note.

Section 4.2 Yield on the Note.

(a) For purposes of the Note, Yield shall be calculated as set forth in Section 1.148-4 of the Regulations and Section 148(b) of the Code. The Lender has certified that the Issue Price of the Note is \$4,949,555.66.

(b) The Yield means the discount rate that, as of the date of issue of the Note, produces a present value of all the unconditionally payable payments of principal and interest on the Note and fees for qualified guarantees which is equal to the issue price of the Note. The issue price of the Note is determined in the manner provided by Sections 1273 and 1274 of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 1.148-1(b) of the Regulations. The yield on the Note is determined without taking into account costs of issuance and Lender's discount.

(c) Based on the foregoing, the Yield on the Note includes payments of principal and interest on the Note.

Section 4.3 Replacement Proceeds.

(a) Section 1.148-1(c) of the Regulations provides that amounts are replacement proceeds of an issue if the amounts have a sufficiently direct nexus to the issue or to the governmental purpose of the issue to conclude that the amounts would have been used for that governmental purpose if the proceeds of the issue were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date.

(b) To the extent the Borrower receives contributions that are restricted to pay Costs of the Project ("restricted contributions"), Section 1.148-1(c) of the Regulations would treat such contributions as replacement proceeds without regard to whether such contributions are pledged directly or indirectly to pay debt service on the Note. However, to the extent that such contributions can be allocated to the "equity" portion of the facilities, such contributions are not Replacement Proceeds. For example, if a particular facility is expected to cost \$100, the Borrower used \$80 of Proceeds of the Note to finance the facility and over the next several years the Borrower received \$25 in contributions that were restricted by the contributor for such facility, the last \$5 received as a contribution would constitute Replacement Proceeds.

(c) To the extent that the Borrower receives "restricted" contributions described in Section 4.3(b) above that exceed the equity portion of such facility determined in 4.3(b) above and such moneys are considered as though held in a Bona Fide Debt Service Fund (i.e., such moneys and other moneys in such fund other than a reasonable carry over amount) will be used to pay debt service on the Note at least once each Bond Year such amounts may be invested without regard to Yield restrictions.

(d) To the extent that the Borrower receives "restricted" contributions described in Section 4.3(b) above that exceed the equity portion of the facility determined in Section 4.3(b) above and such moneys are not considered as though held in a Bona Fide Debt Service Fund, such moneys may be invested without regard to Yield restrictions for 30 days after the receipt at which time they may not be invested at a Yield that exceeds the Yield on the Note.

Section 4.4 Governmental Program and Yield on the Agreement.

(a) The Agreement represents a loan that is part of a program established by the Issuer to make loans to, among other purposes, 501(c)(3) organizations.

(b) At least 95% of the receipts from the Agreement are used to pay principal, interest or redemption prices on the Note or to redeem and retire governmental obligations at the next earliest date of redemption.

(c) The Borrower (or any other obligor on the Agreement) or any related party will not purchase the Note in an amount related to the Agreement

Section 4.5 Arbitrage Compliance.

The Issuer and the Borrower acknowledge that the continued exclusion of interest on the Note from gross income of the recipients thereof for purposes of federal income taxation depends, in part, upon compliance with the arbitrage limitations imposed by Section 148 of the Code, including the rebate requirement. The Borrower hereby agrees and covenants that it will not permit at any time or times any of the Gross Proceeds of the Note nor other funds of the Issuer or the Borrower to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Note to be "arbitrage bonds" for purposes of Section 148 of the Code. The Borrower further agrees and covenants that it shall do and perform all acts and things necessary in order to ensure that the requirements of Section 148 of the Code are met.

ARTICLE V  
TERM OF TAX REGULATORY AGREEMENT

This Tax Regulatory Agreement shall be effective from the Date of Issue through the date that the Note is Discharged and, with respect to arbitrage rebate, the date that is six (6) years after the last Note is Discharged pursuant to the terms of the Indenture.

ARTICLE VI  
AMENDMENTS

Notwithstanding any other provision hereof, any provision of this Tax Regulatory Agreement may be deleted or modified at any time at the option of the Borrower if the Borrower has provided an unqualified opinion of Note Counsel that such deletion or modification will not adversely affect the

exclusion of interest on the Note from the gross income of the recipients thereof for purposes of federal income taxation.

ARTICLE VII  
EVENTS OF DEFAULT, REMEDIES

Section 7.1 Events of Default. If the Issuer or the Borrower fails to perform any of its required duties or obligations under any provision hereof or if any representation or warranty of the Issuer proves to be false or misleading when made, such event shall constitute an Event of Default under this Tax Regulatory Agreement.

Section 7.2 Remedies for an Event of Default. Upon an occurrence of an Event of Default under Section 7.1 hereof, the owner of the Note may proceed to protect and enforce its rights by pursuing any available remedy under the Financing Agreement or by pursuing any other available remedy, including, but not limited to, a suit at law or in equity, provided, however, that the Issuer shall have only such liability as provided by the Note.

[Signature pages follow]

[SIGNATURE PAGE TO TAX CERTIFICATE]

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By:   
James M. Edwards  
Chairman

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: West Penn Allegheny Health System, Inc.,  
as sole member

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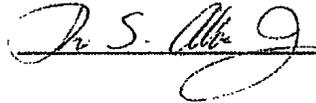
[SIGNATURE PAGE TO TAX CERTIFICATE]

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
James M. Edwards  
Chairman

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: West Penn Allegheny Health System, Inc.,  
as sole member

 \_\_\_\_\_

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**EXHIBIT A**

**FORM 8038**

[See Document No. \_\_\_\_ in closing binder]

**EXHIBIT B**

**SOURCES AND USES**

Sources

Face Amount of Note	\$4,949,555.66
Original Issue Discount	\$0
Accrued Interest	\$0
<b>Total</b>	<b>\$4,949,555.66</b>

Uses

Project Costs	\$4,935,885.80
Costs of Issuance	\$29,187.45
<b>Total</b>	<b>\$4,949,555.66</b>

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**EXHIBIT C**

**DISBURSEMENTS OF PROCEEDS**

<b>Date</b>	<b>Withdrawal/Payment</b>	<b>Ending Balance</b>
December 22, 2006	\$4,949,555.66	\$0

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**EXHIBIT D**  
**CERTIFICATE OF LENDER**

See attached.

# Document Divider

**CERTIFICATE OF LENDER**

The undersigned, a duly authorized officer of National City Commercial Capital Corporation (the "Lender"), represents and certifies the following as of this 22<sup>nd</sup> day of December, 2006, relating to the issuance and delivery of the Allegheny County Hospital Development Authority Hospital Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project) (the "Note").

1. The Note has been purchased by the Lender at a price of \$4,949,555.66, which represents a price of par (the "Issue Price").

2. The undersigned certifies that, the Yield (as defined in Section 1.1 of the Tax Regulatory and No Arbitrage Certificate dated the date hereof executed among the Allegheny County Hospital Development Authority and the West Penn Allegheny Foundation, LLC) on the Note is 5.250% and that the Note matures on December 22, 2016.

[SIGNATURE PAGE FOLLOWS]

This Certificate of Lender has been duly executed and delivered as of the date first written above.

NATIONAL CITY COMMERCIAL  
CAPITAL CORPORATION

By:   
Title: Sean D. McAllister  
Vice President

# Document Divider

**CERTIFICATE OF  
ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**

Allegheny County Hospital Development Authority ("Issuer"), does hereby certify in connection with the Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") (the "Agreement"), among Issuer, National City Commercial Capital Corporation ("Lender") and West Penn Allegheny Foundation, LLC ("Obligor"), and the execution of the Note dated as of December 22, 2006 (the "Note" and together with the Agreement, the "Issuer Documents") that Issuer is a body politic and corporate and a public instrumentality duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and does further certify as follows:

The words and terms used in this Certificate, unless the context requires otherwise, shall have the same meanings as set forth in the Agreement.

1. Members and Officers. The following persons were, since at least September 1, 2006, the duly qualified and acting members of the Issuer, and, since the date of the Issuer Documents (as hereinafter defined) to and including the date hereof, are the duly qualified and acting members and officers of the Issuer:

<u>Name</u>	<u>Title</u>
Chairman	James M. Edwards
Vice Chairman	John Brown, Jr.
Treasurer	Marilyn Liggett
Assistant Treasurer	Glenn Flickinger
Secretary	Jacques Moye
Assistant Secretary	Barney Guttman
Authorized Designee	Darnell Moses

Each member is a resident of the Commonwealth of Pennsylvania, and has been appointed in accordance with all applicable requirements of law.

2. Meetings. At least twenty-four hours prior to the commencement of the meetings referred to in paragraph 3 hereof notice of each meeting was made available to any representative of the news media who requested it and was posted on a bulletin board or other prominent place that is easily accessible to the public and clearly designated for that purpose at the principal office of Issuer and at the site of the meeting. Said meetings were open to the public and every reasonable effort was made to grant special access to said meetings to handicapped or disabled persons.

Notices of the meetings of Issuer at which the Resolutions (defined below) were adopted were given in accordance with the Sunshine Act of the Commonwealth of Pennsylvania.

3. Resolutions. Attached hereto as Attachment 1 is a true, complete and correct copy (other than any attachments or exhibits thereto) of the resolutions (the "Resolutions") authorizing and approving the execution and delivery of the Agreement, which were duly adopted by Issuer at the meetings of Issuer held on October 24, 2006 and November 14, 2006. The Resolutions are in full force and effect and the Resolutions and Issuer Documents (defined

below) in the forms as originally adopted or executed, as the case may be, have not been altered, amended or repealed as of the date hereof.

4. Signatures. The signatures of James M. Edwards and Jacques Moye, the Chairman and the Secretary of Issuer, respectively, affixed to the Issuer Documents are the true and correct signatures of such officers of Issuer.

5. Execution of Documents. James M. Edwards is the duly elected or appointed Chairman of Issuer, Jacques Moye is the duly appointed Secretary of Issuer, and Darnell Moses is an Authorized Designee of the Issuer. The foregoing were such officers of Issuer at the date of the Issuer Documents and continuously to the date of this Certificate. As such officers, the Chairman and Secretary of Issuer have manually executed and attested, respectively, on behalf of Issuer, the Issuer Documents.

6. Representations and Warranties. The representations and warranties of Issuer contained in Section 2.01 of the Financing Agreement are (subject to the limitations and qualifications of those representations and warranties, such as "to Issuer's knowledge") true and correct in all material respects as of the date hereof, and, to Issuer's knowledge, it has complied with all covenants and satisfied all conditions and terms of the Issuer Documents required on its part to be performed or satisfied at or prior to the date hereof.

7. No Event of Default. To Issuer's knowledge, at the date hereof, no event of default of Issuer specified in the Issuer Documents, and no event which with the giving of notice or the lapse of time or both would become such an event of default of Issuer under the Issuer Documents, has occurred.

8. All Necessary Action. Issuer has duly authorized, by all necessary action, the execution, delivery, receipt and due performance of the Issuer Documents and any and all such other agreements and documents as may be reasonably required to be executed, delivered and received by Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Resolutions. The Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of Issuer enforceable against it in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity under the Financing Agreement may be limited by federal or state securities laws or by other principles of public policy).

9. Payments Pledged. The payments to be derived under the Financing Agreement and assigned thereunder are not pledged or hypothecated by Issuer in any manner or to any extent except as otherwise expressly provided in the Financing Agreement.

10. No Conflict. To Issuer's knowledge, no member of Issuer and no officer of Issuer has any pecuniary interest, directly or indirectly, in any contract, employment, purchase or sale made, or to be made, in connection with the proposed transaction contemplated by the Issuer Documents.

11. Taxability. Subject to the requirements of the Issuer Documents or any provision of law, or any applicable judgment, order, rule or regulation of any court or executive or agency having jurisdiction, Issuer will not engage in any activity which is likely to result in any loss of any exclusion of interest on the Loan from the gross income of the recipient thereof under the federal income tax laws.

12. Open Meetings. All meetings of Issuer at which Issuer considered any matters related to the Issuer Documents or the proposed transaction contemplated by the Issuer Documents, including the meetings at which the Resolutions were adopted, were open to the public and held in accordance with the procedures adopted by Issuer and any applicable provision of law.

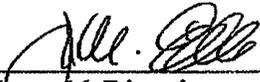
13. Approvals. To Issuer's knowledge, all approvals, consents, authorizations and orders required to be obtained by Issuer in connection with the execution and delivery of the Issuer Documents and the performance of the terms thereof by Issuer have been duly obtained.

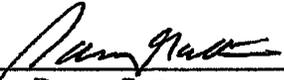
14. Seal. The seal, if any, affixed to this certificate and which has been affixed to the Master Financing Agreement, is the legally adopted, proper and only official corporate seal of Issuer.

15. Public Hearing. In connection with the execution and delivery of the Agreement, Issuer was authorized to hold a hearing as required under Section 147 of the Internal Revenue Code of 1986, as amended, regarding the proposed execution and delivery of the Agreement. The October 27, 2006 published notice of the hearing advised the public that a public hearing would be held on November 14, 2006 to discuss the proposed execution and delivery of the Agreement and that interested parties would be afforded an opportunity to express their views at that hearing. At 9:00 A.M. on November 14, 2006 at the offices of Issuer, a public hearing was held concerning the execution and delivery of the Agreement as provided in the notice. The hearing was open to the public, and those present were invited to express their views relating to the execution and delivery of the Agreement and the proposed use of the proceeds thereof. No members of the public attended or expressed any views.

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IN WITNESS WHEREOF, Issuer has caused this Certificate to be executed as of this 24<sup>th</sup>  
day of December, 2006.

By:   
James M. Edwards  
Chairman

By:   
Barney Guttman  
Assistant Secretary

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING THE FINANCING OF THE COSTS OF PROJECTS CONSISTING OF THE ACQUISITION OF FOUR MEDICAL EVACUATION HELICOPTERS AND CERTAIN CAPITAL EQUIPMENT, INCLUDING HOSPITAL BEDS FOR USE AT ALLEGHENY GENERAL HOSPITAL; MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH; DETERMINING THAT THE PROJECTS ARE FOR A PUBLIC PURPOSE AND THAT THE AUTHORITY SHALL ENTER INTO AGREEMENTS IN ORDER TO FINANCE SUCH PROJECTS; APPOINTING NOTE COUNSEL AND OTHER PARTIES; AND AUTHORIZING SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN CONNECTION THEREWITH.**

WHEREAS, the Allegheny County Hospital Development Authority ("Authority") is organized under the Municipality Authorities Act, the Act of June 19, 2001, P.L. 22, as amended (the "Act") for the purpose of acquiring, holding, constructing, financing, improving, maintaining and operating, owning and leasing, either in the capacity of lessor or lessee, buildings and facilities for hospital projects and health centers provided that such buildings and facilities shall have be declared by resolution adopted by the appropriate official or officials of the County of Allegheny ("County"), Pennsylvania, to be desirable for the health, safety and welfare of the people in the area served by such facilities to have them financed through the Authority and further provided that such declaration does not obligate the taxing power of the County in any way; and

WHEREAS, in order to finance projects consisting of the (i) acquisition of four medical evacuation helicopters for use at Allegheny General Hospital, Indiana Hospital and throughout Westmoreland County (the "Helicopter Project") and (ii) acquisition of certain capital equipment, including hospital beds for use at Allegheny General Hospital (the "Bed Project" and together with the Helicopter Project, the "Projects"), West Penn Allegheny Health System, ("WPAHS") as the sole member of a Pennsylvania limited liability company (the "Borrower") has requested that the Authority enter into one or more three party agreements (the "Financing and Security Agreements") among the Borrower, the Authority and a lender for the Helicopter Project and a lender for the Bed Project (together, the "Lenders") to be selected pursuant to a reverse bidding auction procedure, wherein, among other things, (i) the Lenders shall agree to loan an amount not to exceed, in the aggregate, \$31,000,000 to the Authority to finance the Projects; and (ii) the Authority shall agree to use such proceeds for the Helicopter Project and the Bed Project as directed by WPAHS; and

WHEREAS, The Borrower shall lease the Equipment pursuant to one or more leases (the "Leases") to the Allegheny General Hospital ("AGH") which lease payments shall be assigned to the Lenders as security for the Notes; and

WHEREAS, the loans made pursuant to the Financing and Security Agreements will be in an aggregate principal amount not to exceed \$31,000,000 and will each bear interest and mature as provided in the respective Financing and Security Agreements and each Note

issued pursuant to each Financing and Security Agreement, and will contain such other terms and conditions as may be provided in the Financing and Security Agreements (the "Series 2006 Obligations"); and

WHEREAS, the obligation of the Authority under the Notes and the Financing and Security Agreements shall be a limited obligation of the Authority payable solely from the revenues from the Leases assigned to the Lenders and other sources and security as described in the Financing and Security Agreements; and

WHEREAS, pending application of the costs of the Projects, the proceeds from the loans may, unless disbursed at the settlement of the transaction contemplated hereby, be held in escrow pursuant to the terms and conditions of one or more escrows or similar agreements (the "Escrow Agreements") to be entered into by and among the Authority and a corporate trustee to be selected by Borrower;

WHEREAS, the Borrower shall indemnify the Authority and provide insurance with respect to the Projects as shall be set forth in the Financing and Security Agreements or elsewhere; and

WHEREAS, in connection with the foregoing, it will be necessary for the Authority to authorize the execution and delivery of the Notes and the Financing and Security Agreements and any other instruments and agreements executed and delivered in connection therewith; and authorize such other actions, including certain escrow arrangements, in connection with the foregoing as are necessary to complete the financing of the Projects (the "Transaction Documents").

NOW, THEREFORE, BE IT:

RESOLVED, that the Authority hereby approves the Projects as a project under the Act and finds and determines that the Projects are for a public purpose and are eligible for financing pursuant to the Act.

RESOLVED, that for the purpose of providing funds for the Projects, the Authority hereby approves and authorizes the financing of the Projects, and the issuance of its Notes pursuant to the Financing and Security Agreements in an aggregate principal amount not to exceed \$31,000,000. The Notes shall contain such terms and provisions as shall be set forth therein, but in no event shall the final maturity of the Authority's obligation extend beyond 2030, nor shall the interest exceed 10 % per annum.

RESOLVED, that the Authority's obligations under the Notes and the Financing and Security Agreements shall be payable solely from lease rentals paid by AGH under the Leases and assigned to the Lenders and other sources and security as described in the Financing and Security Agreements, shall bear interest at the rates and at the times (at least as frequently as semiannually) set forth in the Notes and the Financing and Security Agreements, mature as provided therein and be substantially in the form and have such other terms and provisions as shall be more fully set forth in the Notes and the Financing and Security Agreements.

RESOLVED, that the forms of the Notes, the Financing and Security Agreements, the Escrow Agreements and such other agreements and certificates as may be required and to which the Authority is a party, submitted or to be submitted to the Authority Solicitor be, and they hereby are, approved, and that the Chairman or any Vice Chairman of the Authority be, and he or she hereby is, authorized and directed to execute the Notes, the Financing and Security Agreements and the Escrow Agreements on behalf of the Authority, and the Secretary or any Assistant Secretary (or authorized designate of the Secretary) of the Authority be, and he or she hereby is, authorized and directed to affix the corporate seal (or facsimile thereof) of the Authority to the Notes, the Financing and Security Agreements and the Escrow Agreements, and to attest the same; and any officer of the Authority be, and he or she hereby is, authorized and directed to deliver the Notes, the Financing and Security Agreements and the Escrow Agreements, with such changes therein as the officer executing the same may approve, his or her approval to be conclusively evidenced by his or her execution thereof.

RESOLVED, that the Chairman or Vice Chairman of the Authority be, and he or she hereby is, authorized and directed to execute and deliver all other documents, certificates, agreements, financing statements, instruments and documents, with such changes therein as the Authority Solicitor or the officer executing the same may approve, his or her approval to be conclusively evidenced by his or her execution thereof, and to take any and all other action which may be required, necessary or desirable to carry out and consummate the transactions to be carried out and consummated by the Authority as contemplated by these Resolutions, the Notes, the Financing and Security Agreements and the Escrow Agreements for the completion of the Projects.

RESOLVED, that the proper officers of the Authority are hereby authorized and directed to pay all necessary, usual and proper costs of issuance of the Notes from the proceeds thereof, to execute and deliver such documents and to do all such other acts, upon direction or request of the Borrower, with the advice of the Authority's Solicitor, as are reasonably necessary to ensure a satisfactory settlement of the transactions contemplated by these Resolutions and the Financing and Security Agreements, and a proper application of the proceeds thereof.

RESOLVED, that the proper officers of the Authority be, and they hereby are, authorized and directed to execute, deliver and file any and all such certificates, forms, instruments and documents, to give such notice, to hold such public meetings and take any and all other actions as may be required by the Act or which they may deem appropriate or necessary, to carry out and consummate the transactions by the Authority contemplated by these Resolutions, the provisions of the Financing and Security Agreements and other related and appropriate documents.

RESOLVED, that no covenant, stipulation, obligation or agreement contained in these Resolutions, the Financing and Security Agreements, the Notes, the Escrow Agreements or other related and appropriate documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Authority in his or her individual capacity and neither the members of the Authority nor any officer executing the Notes, the Financing and Security Agreements or the Escrow Agreements shall be liable personally

therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

RESOLVED, that the liability and undertaking of the Authority contemplated by the foregoing Resolutions shall be strictly limited as provided by the Act, and neither the general credit of the Authority nor the general credit or taxing power of the County of Allegheny, the Commonwealth, or any political subdivision or instrumentality thereof, shall be pledged for the payment of the Series 2006 Obligations.

RESOLVED, that if any provision, section, sentence, clause or part of these Resolutions are determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or effect of the remaining provisions hereof.

RESOLVED, that Cohen & Grigsby, P.C. is hereby appointed Note Counsel in respect of the issuance of the Series 2006 Obligations and transactions related thereto.

RESOLVED, that each Lender shall be selected by the Borrower, pursuant to a reverse bidding auction process, and that each such Lender is hereby approved by the Authority.

RESOLVED, that it is hereby found and determined that all formal actions of this Authority concerning and relating to the adoption of these Resolutions were adopted in an open meeting of this Authority in compliance with all legal requirements.

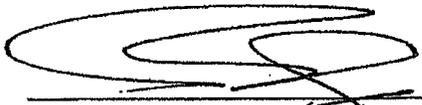
RESOLVED, that these Resolutions shall be in full force and take effect immediately upon adoption.

RESOLVED, that all prior resolutions of the Authority or parts of such resolutions not in accord with these Resolutions are hereby repealed insofar as they conflict herewith.

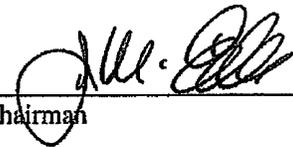
The foregoing Resolutions were adopted by at least a majority of the Board of the Authority this 14<sup>th</sup> day of November, 2006.

ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY

ATTEST:

  
\_\_\_\_\_  
Authorized Designate *Secretary*

By:

  
\_\_\_\_\_  
Chairman

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PITTSBURGH, PA 15222

To Tribune-Review Publishing Company, Dr.  
For Publishing the notice or advertisement attached  
hereto on the above stated dates \$431 94  
Printing Same \$ .....0

NOTICE OF HEARING  
ALLEGHENY COUNTY HOSPITAL  
DEVELOPMENT AUTHORITY  
Allegheny County Hospital Development Authority  
(the "Authority") will conduct a public hearing on  
behalf of the County of Allegheny on Tuesday,  
November 14, 2006, at 9:00 a.m. at the office of  
Allegheny County Hospital Development Authority,  
425 Sixth Avenue, 8th Floor, Pittsburgh,  
Pennsylvania 15219 to review the Project de-  
scribed in this notice.  
ISSUER: Allegheny County Hospital Development  
Authority, 425 Sixth Avenue, 8th Floor, Pitts-  
burgh, Pennsylvania 15219.  
OWNER/BORROWER: West Penn Allegheny  
Foundation, LLC (the "Borrower"), 16th Floor, Al-  
legheny General Hospital, 320 E North Avenue,  
Pittsburgh, Pennsylvania 15212, a Pennsylvania  
not-for-profit Pennsylvania limited liability com-  
pany which is exempt from Federal income taxa-  
tion under section 501(c)(3) of the Internal Re-  
venue Code of 1986, as amended.  
PROJECT NAME: West Penn Allegheny Founda-  
tion, LLC Project (the "Project").  
PROJECT DESCRIPTION: The Authority will issue  
its Allegheny County Hospital Development Au-  
thority Revenue Debt Obligations, Series of 2006  
(West Penn Allegheny Foundation, LLC Project)  
(the "2006 Debt Obligations"), which along with  
other available funds, will provide funds to fi-  
nance all or a portion of the costs of: (a) the ac-  
quisition and related capital costs of certain capi-  
tal assets, including hospital beds (the "Equip-  
ment"); (b) financing capitalized interest, if any,  
on the 2006 Debt Obligations; (c) funding of any  
necessary reserves for the 2006 Debt Obli-  
gations; and (d) payment of costs of issuance of the  
2006 Debt Obligations.  
PROJECT LOCATION: The Equipment owned or  
to be owned by the Borrower will be located at  
Allegheny General Hospital 16th Floor, 320 E  
North Avenue, Pittsburgh, Pennsylvania.  
PROJECT COST: The Project cost is not expected  
to exceed \$6,000,000.  
2006 DEBT OBLIGATION ISSUE: The estimated  
maximum principal amount of the 2006 Debt Ob-  
ligations expected to be issued will not exceed  
\$6,000,000.  
PURPOSE OF NOTICE: This Notice is being given  
and the hearing will be held pursuant to the re-  
quirements of Section 147(f) of the Internal  
Revenue Code of 1986, as amended.  
FURTHER INFORMATION: Additional details of  
the Project can be obtained during regular busi-  
ness hours from the Authority Manager, Al-  
legheny County Hospital Development Authority,  
425 Sixth Avenue, 8th Floor, Pittsburgh, Pen-  
sylvania 15219.  
PUBLIC COMMENT: The Authority requests your  
consideration by notifying it of your intent to pre-  
sent your views at the hearing and further re-  
quests your assistance by delivering to the Au-  
thority at the address in the preceding paragraph  
a written summary of your intended comments  
and views on or before Wednesday, November 8,  
2006.  
Darnell Moses, Manager  
Allegheny County Hospital Development Authority  
3345164 10/27

UPE-0009436

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REQUEST FOR EXECUTIVE ACTION

NUMBER

1309-06

11/21/2006

AGH

DEPARTMENT: Economic Development  
ADDRESS: 425 Sixth Avenue, Suite 800  
Pittsburgh, PA 15219-1819  
CONTACT: Angie Hicks EXT.: 1021

EST. COST: N/A  
EST. REVENUE: N/A  
FUTURE IMPACT: N/A

SIGNATURE: *[Signature]* 11/21/06  
DIVISION MANAGER DATE

SIGNATURE: *[Signature]* 11/21/06  
DIRECTOR DATE

CHECK APPROPRIATE BOX:  
 Operating  Capital  Grant  
INDEX CODE: N/A  
SUBOBJ: N/A PROJECT NO: N/A  
INCLUDED IN BUDGET:  YES  NO

DATE SUBMITTED TO COUNTY MANAGER:

SUMMARY:

The Allegheny County Hospital Development Authority (the "Authority") requests Highest Elected Official Approval from the Chief Executive in connection with the issuance of Tax-Exempt Debt Obligations, Series 2006, in an amount not to exceed \$31,000,000.

EXPLANATION:

West Penn Allegheny Foundation (the "Borrower") has requested the Authority to issue its Tax-Exempt Obligations, Series 2006, in an aggregate principal amount not to exceed \$31,000,000. The proceeds of the Obligations, along with other available funds, will provide funds to finance all or a portion of the costs of: (a) the acquisition and related capital costs of four (4) helicopters which shall replace four existing helicopters (the "Helicopters"); (b) the acquisition of capital assets, including hospital beds; (c) financing capitalized interest, if any, on the 2006 Debt Obligations; (d) funding of any necessary reserves for the 2006 Debt Obligations; and (e) payment of costs of issuance of the 2006 Debt Obligations. The Borrower is a Pennsylvania not-for-profit corporation located in Allegheny County.

-NO COUNTY FUNDS INVOLVED-

ACHDA Approval: November 14, 2006.....TEFRA Hearing: October 23, 2006 and November 14, 2006

NO COMMENTS FOR OR AGAINST THIS PROJECT WERE RECEIVED

cc: Controller  
Law Department  
Budget & Finance

Certified: *[Signature]*  
Chief Executive  
Date: 11/29/06



**TRANSCRIPT OF PUBLIC HEARING**  
**ALLEGHENY COUNTY**  
**HOSPITAL DEVELOPMENT AUTHORITY**

---

**TAX-EXEMPT REVENUE DEBT OBLIGATIONS, SERIES OF 2006 (WEST PENN ALLEGHENY FOUNDATION, LLC PROJECT) \$6,000,000**

Let the record show that this is a public hearing called by the Allegheny County Hospital Development Authority (the "Issuer") on November 14, 2006 at 9:00 A.M. in the offices of the Authority—425 Sixth Avenue, Suite 800, County of Allegheny, Pittsburgh, Pennsylvania—to take public comment on the issuance of Tax-Exempt Revenue Debt Obligations, Series of 2006 (the "Obligations") in an aggregate amount not to exceed \$6,000,000, on behalf of West Penn Allegheny Foundation, LLC (the "Borrower"), a non-profit organization.

The proceeds of the Obligations, along with other available funds, will provide funds to finance all or a portion of the costs of: (a) the acquisition and related capital costs of certain capital assets, including hospital beds (the "Equipment"); (b) financing capitalized interest, if any; (c) funding of any necessary reserves; and (d) payment of costs of issuance.

The Owner and Operator of the Project, which is also the Borrower, will be the West Penn Allegheny Foundation, LLC. The Borrower's address and the Project is located at Allegheny General Hospital, 16<sup>th</sup> Floor, 320 E. North Avenue, Pittsburgh, Pennsylvania, Allegheny County.

This hearing is being held to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, pursuant to public notice published in the Pittsburgh Tribune Review, being legal newspaper having a general circulation within the County of Allegheny, on October 27, 2006 in the form attached to this transcript.

The Public Hearing opened at 9:00 A.M. The hearing was attended by Patrick Healy, Cohen & Grigsby; Darnell Moses, Manager; Angie Hicks and Samuel Bozzolla, Project Managers; and Adrienne Frazier, Administrative Asst. There were no public comments for or against the proposed project and the financing thereof through the issuance of Bonds. In addition, no written statements were received by the Authority. The Public Hearing was adjourned at 9:15 A.M.

The undersigned hereby certifies that (s)he is authorized to conduct a public hearing, that as such designee (s)he attended and conducted the public hearing described in the foregoing transcript, and that said transcript truly and accurately reflects the testimony of said hearing.

  
\_\_\_\_\_  
Darnell Moses  
Manager

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### Closing Certificate of Obligor

We, the undersigned, hereby certify that we are duly elected, qualified and acting officers of West Penn Allegheny Foundation, LLC ("Obligor"), and as such we are familiar with the affairs, books and records of Obligor. In connection with the execution and delivery of (a) the Financing and Security Agreement dated as of December 22, 2006 and Schedule No. 1, dated as of December 22, 2006 (collectively, the "Agreement"), both among Obligor, National City Commercial Capital Corporation ("Lender") and Allegheny County Hospital Development Authority ("Issuer"), and (b) the obligor Lease Agreement ("Lease Agreement") dated as of December 22, 2006, between, as lessor ("Lessor"), and Allegheny General Hospital, as lessee (the "Lessee") (the said Financing Agreement and Lease Agreement being herein collectively referred to as the "Transaction Documents"), we hereby further certify as follows:

#### 1. CORPORATE ORGANIZATION AND AUTHORITY

1.1. Due Organization. Obligor is a non-profit corporation, duly incorporated, organized and in good standing under the laws of the State and is duly authorized and qualified and licensed to conduct its operations in the State and in all other jurisdictions where failure to be so qualified, authorized and licensed would have a material adverse effect on the conduct of its operations or the ownership of its properties. The Certificate of Organization and Operating Agreement of the Obligor are attached hereto as **Attachment 1**.

1.2. Incumbency of Officers. The persons signing the Agreement were on the date or dates of the execution of the Agreement, and are on this date, the duly appointed or elected, qualified and acting officers of Obligor, holding the respective offices set forth below their signatures on the execution page of the Agreement, and the signatures on the execution page of the Agreement are their true and genuine signatures.

1.3. Seal. The seal, if any, affixed to this Certificate and to the Agreement is the corporate seal of Obligor.

#### 2. TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and execution and delivery of the Financing Agreement, furnished to Lender and on file in the official records of Issuer, includes a true and correct copy of the proceedings had by the Board of Directors of Obligor and other records, proceedings and documents relating to the execution and delivery of the Financing Agreement; said Transcript is, to the best of Obligor's knowledge, information and belief, full and complete; and such proceedings of Obligor shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof. The transcript of proceedings relating to the execution and delivery of the Lease Agreement furnished to Lessor includes a true and correct copy of the proceedings had by the Board of Directors of Obligor and other records, proceedings and documents relating to the execution and delivery of the Lease Agreement; said Transcript is, to the best of Obligor's knowledge, information and belief, full and complete; and such proceedings of Obligor shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Resolutions. Attached hereto as **Attachment 1** are true, correct and complete copies of the resolutions presented to the Board of Directors of Obligor's sole member on November 16, 2006, to the Board of Manager of Obligor at a meeting thereof duly called, convened and held on November 15, 2006, and to the Board of Directors of the Lessee at a meeting thereof duly called, convened and held on November 30, 2006, at which meetings a quorum was present and voted throughout; said resolutions were duly adopted at said meetings by said Boards of Directors; said resolutions do not, and did not, in any manner contravene the Certificate of Organization or the Operating Agreement of Obligor as such Certificate of Organization or the Operating Agreement now exist and as they existed as of the date of adoption of said resolutions; and said resolutions have not been amended, modified or rescinded in any manner and are on the date hereof still in full force and effect.

2.3. Execution of Transaction Documents. The Transaction Documents have been executed and delivered in the name and on behalf of Obligor by its duly authorized officers and employees, pursuant to and in full compliance with the resolutions of the Board of Managers of Obligor referred to in Paragraph 2.2 hereof; the copies of said documents contained in the Transcript are true, complete and correct copies or counterparts of said documents as executed and delivered by Obligor, and are in substantially the same form and text as the copies of such documents which were before the Board of Managers of Obligor and approved by said resolutions; and said documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof.

2.4. Representations in Transaction Documents. The representations, statements and warranties of Obligor set forth in the Transaction Documents were and are true and correct in all material respects and not misleading as of the date made and on and as of the date hereof with the same effect as if made on the date hereof, and it has complied with all covenants and satisfied all conditions and terms of the Transaction Documents required on its part to be performed or satisfied at or prior to the date hereof.

2.5. Compliance with Transaction Documents. Obligor has performed and complied with all the agreements and satisfied all the conditions of the Transaction Documents and otherwise required to be performed, complied with and satisfied by Obligor prior to or concurrently with the date hereof. Obligor represents that it has not and covenants that it will not perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating such exclusion from gross income for federal income tax purposes of the interest component of the Payments received by Lender pursuant to the Financing Agreement and Schedule Nos. 1 thereto, including, without limitation, leasing or transferring all or any portion of the Equipment or contracting with a third party for the use or operation of all or any portion of the Equipment if entering into such lease, transfer or contract would have such effect.

2.6. No Default. As of the date hereof, no event of default under any of the Transaction Documents has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under any of the Transaction Documents.

2.7. Useful Life and Maturity. Obligor represents that the weighted average maturity [defined in accordance with the Section 147 of the Internal Revenue Code of 1986, as amended (the "Code")] of the Financing Agreement will not exceed one hundred twenty percent (120%) of the weighted average reasonably expected economic life in the hands of Obligor of the Equipment financed or refinanced by Loan Proceeds derived from the Financing Agreement.

3. USE OF LOAN PROCEEDS

3.1. Use of Loan Proceeds. The Loan is being made to provide funds to finance or refinance the costs of acquiring certain equipment to be owned by Issuer and operated by Obligor described in the Transaction Documents (the "Financed Equipment").

3.2. Representations With Respect to the Financed Equipment. Obligor represents, with respect to the Financed Equipment, that all of the net proceeds of the Loan will be used to finance, reimburse or refinance the cost of the Financed Equipment.

4. MISCELLANEOUS

4.1. Determination Letter. Attached hereto as **Attachment 3** is a determination letter of the Internal Revenue Service with respect to West Penn Allegheny Health System's ("WPAHS"), as the sole member of the Obligor, status as an organization described in Section 501(c)(3) of the Code, which is currently in effect, has not been revoked, and is not being challenged. Neither WPAHS nor Obligor is, or shall with respect to the Equipment, engage in a trade or business which constitutes an unrelated trade or business as defined in Section 513 of the Code.

4.2. Representations to Lender. Obligor hereby agrees that all representations and warranties contained in this Certificate shall also inure to the benefit of Lender and its successor and assigns.

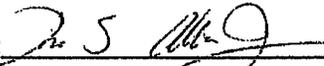
4.3. Legal Counsel. We have been counseled by Obligor's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. Obligor understands that such certifications will be relied upon by Issuer in the execution and delivery of the Agreement and by the law firm of Cohen & Grigsby, P.C. in rendering its opinions as to the validity of the Transaction Documents and as to the exclusion from federal gross income of the interest on the Loan evidenced by the Financing Agreement. We consent to such firm serving as special tax counsel to the Issuer for purposes of rendering its opinion with respect to the tax-exempt nature of interest on the Loan in connection with the Financing Agreement.

CG\_1153414

Witness the execution and delivery hereof on December 22, 2006.

[SEAL]

WEST PENN ALLEGHENY  
FOUNDATION, LLC

By: 

Name: THOMAS S. ALBANESI JR

Title: ASSISTANT TREASURER

# Document Divider

2004041-1616

MAY -3 2004

in the Department of  
on  
*Peter C. Cantas*  
of the Commonwealth

3219940

EXHIBIT C

**CERTIFICATE OF ORGANIZATION**

**OF**

**WEST PENN ALLEGHENY FOUNDATION, LLC**

In compliance with the requirements of 15 Pa. C.S. §8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (the "Company") is West Penn Allegheny Foundation, LLC.

2. The address of the registered office of the Company in Pennsylvania is:

c/o West Penn Allegheny Health System  
16th Floor  
Allegheny General Hospital  
320 East North Avenue  
Pittsburgh, PA 15212  
Allegheny County

3. The Company shall have perpetual existence.

4. The purpose of the Company is: (i) to engage in the business of purchasing, financing or leasing equipment for resale or release to West Penn Allegheny Health System (the "System") or, on behalf of the System, to controlled charitable affiliates of the System, and to engage in such other lawful activities as may be in furtherance of or incidental to such purpose; and (ii) limited as hereafter described, to engage in all lawful business for which limited liability companies may be organized under 15 Pa.C.S. Ch. 89.

The Company is organized for the purposes set forth in Section 501(c)(3) of the Internal Revenue Code (the "Code") and to support the System, its initial member, which is a Section 501(c)(3) organization qualifying as an organization described in Section 509(a)(1) of the Code, or any tax-exempt successor to its interest identified in the Company's operating agreement. More particularly, the Company is organized to support

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the System in furthering its duties and obligations as described in Section 501(c)(3) of the Code. The Company will operate at all times in a manner consistent with the charitable, scientific, educational or other tax-exempt purposes of the initial member or any tax-exempt successor to its interest identified in the Company's operating agreement. All members of the Company shall at all times qualify for tax-exemption under Section 501(c)(3) of the Code.

5. This certificate of organization and the operating agreement of the Company may be amended in the manner prescribed at the time by statute, and all rights conferred upon members in this certificate of organization or the operating agreement of the Company are granted subject to this reservation.

6. The name and address of the organizer are:

Peter Beaman, Esq.  
Schnader Harrison Segal & Lewis LLP  
Suite 2700, 120 Fifth Avenue  
Pittsburgh, PA 15222

~~7. The interest of a member in the Company may but shall not be required to be evidenced by a certificate of membership interest. The procedures for assignment or transfer of a membership interest shall be as set forth in the operating agreement of the Company. The rights and obligations of the holders of membership interests represented by certificates and the rights and obligations of holders of uncertificated membership interests of the same type, or class and series, shall be identical.~~

8. Management of the Company shall be vested in a manger or managers as provided for in the operating agreement. The number of managers and the manner in which they are selected shall also be as prescribed in or by the operating agreement. Except as otherwise provided by resolution adopted by the managers or in the operating agreement, the managers may act only collectively as a board and by resolution duly adopted.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this certificate of organization on May 3, 2004.

ORGANIZER:

  
Peter Beaman, Esq.

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**OPERATING AGREEMENT**

of

**WEST PENN ALLEGHENY FOUNDATION, LLC**

**A Pennsylvania Limited Liability Company**

---

THE INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAW, AND MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

Effective as of May 15, 2004

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OPERATING AGREEMENT  
of  
WEST PENN ALLEGHENY FOUNDATION, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into and is effective as of the 15th of May, 2004 (the "Effective Date"), by West Penn Allegheny Health System, a Pennsylvania non-profit corporation, as the initial member (the "Initial Member"), and any other Persons becoming new or substitute Members of the Company as provided for herein.

WITNESSETH:

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~~WHEREAS, the Initial Member has organized West Penn Allegheny Foundation, LLC (the "Company" or the "LLC") as a Pennsylvania limited liability company to engage in any and all lawful acts or activities that support the West Penn Allegheny Health System and its controlled charitable Affiliates; and~~

WHEREAS, the Initial Member wishes to set forth in this Agreement the provisions for the purposes, management and operation of the Company.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE 1

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms (whether or not capitalized) shall have the meanings specified below unless the context clearly requires otherwise.

1.1 Act. "Act" means the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time, or any successor act.

1.2 **Affiliate.** "Affiliate" means, with reference to any Person, any partner, officer, director, shareholder, trustee, employee or agent of such Person or any Person directly or indirectly controlling, controlled by or under common control with such Person, or any Person who is a member of the family of any such partner, officer, director, shareholder, trustee, employee or agent, or a trustee or beneficiary of any trust for the benefit of any such Person or any such partner, officer, director, shareholder, employee or agent or any such family member.

1.3 **Assign and Assignment.** "Assign" means, with respect to any interest in the Company, to offer, sell, assign, transfer, give, pledge, encumber or otherwise dispose of, whether voluntarily or involuntarily or by operation of law. "Assignment" means any of the foregoing transactions involving a Member's Interest in the Company.

1.4 **Authorized Representative.** "Authorized Representative", solely for purposes of Article 8 hereof, shall have the meaning ascribed to such term in Section 8.9(g).

1.5 **Bankruptcy.** "Bankruptcy" means, with respect to any Member, when (a) such Member shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) commence a voluntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, ~~(iii) make a general assignment for the benefit of its creditors,~~ (iv) consent to the appointment of a receiver for itself or any substantial part of its property, (v) consent to the relief sought in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or (vi) take any action in furtherance of any of the aforesaid purposes; or (b) a court of competent jurisdiction shall enter an order, decree or order for relief (i) in respect of such Member in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (ii) appointing without the consent of such Member a receiver for such Member or for a substantial part of its property, or (iii) approving commencement of an involuntary proceeding filed against such Member under any applicable law now or hereafter in effect seeking the winding up or liquidation of its affairs, which order, decree or order for relief shall not have been vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

1.6 **Board.** "Board" means the Board of Managers established in accordance with Section 8.2 hereof.

1.7 **Capital Account.** "Capital Account" means the individual account maintained by the Company with respect to each Member as provided in Section 6.2 hereof.

1.8 **Capital Contribution.** "Capital Contribution" means the amount of money and/or the fair market value of other property contributed to the Company by a Member pursuant to Article 5 hereof. The fair market value of contributed property shall be the value as agreed to by the contributing Member and the Board, net of liabilities assumed

by the Company or to which the property is subject, determined consistently with Code Section 752(c).

**1.9 Certificate.** "Certificate" means the Certificate of Organization filed pursuant to the Act; as such Certificate of Organization may be corrected, amended, modified or restated from time to time, as provided for herein.

**1.10 Code.** "Code" means the Internal Revenue Code of 1986, as amended from time to time. References to sections of the Code or to Treasury Regulations promulgated hereunder shall include the applicable provisions of any succeeding law or regulation.

**1.11 Exempt Duty.** "Exempt Duty" means the duties and obligations of a Member as an organization described in Section 501(c) (3) of the Code. With respect to the Initial Member, "Exempt Duty" means the obligation of the System to operate exclusively for charitable, scientific and educational purposes by supporting and managing a regional health care system, supporting educational, research, and scientific activities relating to the health of the residents in western Pennsylvania, and supporting the System hospitals by providing central management and operational services and access to capital.

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**1.12 Majority or other Percentage in Interest.** "Majority in Interest" or other specified percentage in interest, when used with reference to the Members, means, at any given time, those Members who hold Units that in the aggregate exceed fifty percent (50%), or equal or exceed another specified percentage, of the Units held by all the Members.

**1.13 Manager.** "Manager" means any member of the Board of Managers.

**1.14 Member.** "Member" means (i) West Penn Allegheny Health System and (ii) any other Person admitted to the Company as a new or substituted Member in accordance with the provisions of this Agreement, but does not include any Person who has ceased to be a Member. Each Member must meet the requirements of all applicable laws, be admitted in accordance with the terms of this Agreement and be an organization that qualifies for exemption under Section 501(c)(3) of the Code.

**1.15 Member Duty.** "Member Duty" means the duties and obligations of any Member under this Agreement or applicable law.

**1.16 Percentage Interest.** "Percentage Interest" means as to any Member, a fraction (expressed as a percentage), the numerator of which is the number of Units held by such Member and the denominator of which is the number of Units held by all Members.

**1.17 Person.** "Person" means a natural person, a partnership, a corporation, a limited liability company, a trust, an estate, an unincorporated association, or any other entity.

1.18 System. "System" means the West Penn Allegheny Health System and, as required by the content, its controlled Affiliates.

1.19 Unit. "Unit" is the measure of an economic interest in the Company.

## ARTICLE 2

### FORMATION; NAME; PRINCIPAL PLACE OF BUSINESS

2.1 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act.

2.2 Name. The name of the Company is "West Penn Allegheny Foundation, LLC".

2.3 Principal Place of Business and Registered Office. The registered office and principal place of business of the Company shall be located at 320 East North Avenue, Pittsburgh, PA 15212, or such other place as the Board may from time to time determine.

## ARTICLE 3

### PURPOSES; POWERS

The Company has been formed as a limited liability company pursuant to the provisions of the Act. The initial purpose and business of the Company is to purchase, finance or lease equipment for resale or release to the System or, on behalf of the System, to controlled charitable Affiliates thereof, and to engage in such other lawful activities as may be in furtherance of or incidental to such purpose. Unless all the Members agree otherwise, the Company shall not engage in any other business.

Notwithstanding anything contained herein to the contrary, the Company is organized for the purposes set forth in Section 501(c)(3) of the Code and to support the System, its Initial Member, which is a Section 501(c)(3) organization qualifying as an organization described in Section 509(a)(1) of the Code, or any tax-exempt successor to its interest hereunder. More particularly, the Company is organized to support the System in furthering its Exempt Duty. The Company will operate at all times in a manner consistent with the charitable, scientific, educational or other tax-exempt purpose of the Initial Member or any tax-exempt successor to its interest hereunder. All Members of the Company shall at all times qualify for exemption under Section 501(c)(3) of the Code. Upon the admission of any additional Members pursuant to the terms of this Agreement, then the Board and the Members shall amend the Certificate and this Agreement to provide for the support of such additional Members.

## ARTICLE 4

### TERM OF THE COMPANY

The term of the Company commenced on the filing of the Certificate on May 3, 2004 and will continue unless and until terminated pursuant to Article 11 hereof.

## ARTICLE 5

### CAPITAL CONTRIBUTIONS

**5.1 Capital Contributions.** The Members shall make the Capital Contributions to the Company in return for a proportional number of Units. As of the Effective Date, the amount and characterization of Capital Contribution and the issued and outstanding Units held by the Initial Member are set forth on Exhibit A attached hereto and incorporated herein by reference, which may be amended from time to time.

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### **5.2 Additional Capital Contributions and Additional Members.**

(a) The Board, with the prior approval of the Members owning at least two-thirds all of the issued and outstanding Units, is authorized to issue additional Units to any Member, and to Persons who are not existing Members, in such amounts and for such Capital Contribution as the Board, with the approval of the Members owning at least two-thirds all of the issued and outstanding Units, may determine, and to admit them to the Company as a Member.

(b) No Member shall be required to make any additional contributions to the capital of the Company or, without the consent of the Board and the Members, permitted to make any such contributions.

**5.3 Loans.** The Members or their Affiliates may advance money to the Company in such amounts and proportions, and upon such repayment terms, as the Board may approve. Amounts so advanced shall be considered as loans to the Company and shall bear interest at such fair market rate, and be repaid upon such terms and conditions, as may be agreed upon by the Board and the lender.

**5.4 No Interest on Capital Contributions.** No Member shall be paid interest on any Capital Contribution, provided that loans to the Company pursuant to the System's Capital Contribution commitment and made as described in Section 5.3 shall (a) bear interest at fair market rates as shall be acceptable to the System and the Company and (b) be subject to and comply in all respects with the provisions of Section 3.18(d) of the Amended and Restated Master Indenture of Trust dated as of July 1, 2000, between the System, *et al.*, and Chase Manhattan Trust Company, National Association.

**5.5 No Withdrawal or Demand for Return of Contribution.** No Member shall be entitled to dissociate (*i.e.* withdraw) from the Company or withdraw any part of such Member's Capital Contribution or receive any distributions from the Company except as provided by this Agreement. No Member or Manager shall be liable to any other Member for the return of any Member's Capital Contribution. No Member shall have the right to demand and receive any distribution from the Company in any form other than cash.

**5.6 Title to Property.** Legal title to all property owned by the Company shall be held in the name of the Company. Each Member waives any claim of title to such property or any right to partition Company property. Such waiver shall not affect the treatment of property of the Company as that of the Members for tax purposes to the extent permitted and contemplated by Section 7.5 hereof and the Code.

**5.7 Obligations Limited.** The trades or businesses of the Company shall, subject to the limitations contained in Article 3 and elsewhere in this Agreement with respect to their purposes, be conducted independently of those of the System or its Affiliates. The obligations of the Company which may now or hereafter incurred pursuant to this Agreement or otherwise, including without limitation obligations for borrowed funds, leases, asset acquisitions or other contracts (for purposes of this Section "~~Company Obligations~~") shall be solely obligations of the Company, and no Member or other Person except the Company shall have any duty, obligation or liability in respect of any Company Obligation, notwithstanding that property owned, leased or operated by the Company may be used or useful in such Member or other Person's trade or business. Recourse on such Company Obligations shall be limited to assets owned by the Company and shall exclude recourse against the assets of any Member or other Person.

## ARTICLE 6

### DISTRIBUTIONS AND ALLOCATIONS

#### 6.1 Distributions.

(a) The Board shall have the sole discretion as to the amounts and timing of distributions to Members, subject to the retention of, or payment to, third parties of such funds as they shall deem necessary with respect to the reasonable business needs of the Company, which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations. No Member shall have any right to demand or to receive any distributions from the Company in any form.

(b) Distributions, including liquidating distributions, shall be made to the Members in proportion to their respective Percentage Interests.

6.2 Capital Accounts; Allocations of Profits or Losses. The Company shall be treated as a disregarded entity for Federal and Pennsylvania tax purposes, and the Company covenants that it shall execute and file all instruments, documents and agreements and such information as the Internal Revenue Service and the Pennsylvania Department of Revenue shall require in order that such status be recognized by such agencies and shall remain in effect throughout the term of this Agreement.

If the Company is not treated as a disregarded entity for Federal tax purposes, a separate Capital Account shall be maintained for each Member in accordance with the Regulations promulgated under Section 704(b) of the Code. Except as otherwise required under the Code, the Company's profits and losses for each fiscal year shall be allocated to the Members in proportion to their Percentage Interests.

## ARTICLE 7

### FISCAL MATTERS; RECORDS AND REPORTS; COMPANY FUNDS

~~7.1 Fiscal Year. The Company's fiscal year shall end on June 30<sup>th</sup>.~~

7.2 Books and Records. The Company shall keep, or cause to be kept, complete and accurate books and accounts of all operations of the Company in accordance with generally accepted accounting principles consistently applied. The books and records shall be kept at the principal office of the Company or at such other location as may be designated by the Board. All Members shall have reasonable access to the accounting and other records of the Company during regular business hours, by appointment, and may review, audit and copy the records, and may make reasonable inquiries as to the Company's affairs.

7.3 Tax Matters Partner. If the Company is not treated as a disregarded entity for Federal tax purposes, the Board will designate a tax matters member (the "Tax Matters Member"). The Tax Matters Member shall have the responsibility of a tax matters partner specified under the Code. The Company shall reimburse the Tax Matters Member for all expenses reasonably incurred in connection with its duties hereunder.

7.4 Company Funds. The funds of the Company shall be deposited in such banks or other institutions as the Board shall determine, and all debts and obligations of the Company shall be paid by check, except petty expense items. Checks shall be drawn on a Company account for Company purposes only, and shall require such signatures as the Board may from time to time determine.

7.5 Tax Elections. The Company shall be treated as a disregarded entity for Federal tax purposes. If the Company is not treated as a disregarded entity, either as a result of an election adopted through a resolution of the Members or otherwise, then all

tax elections available to the Company for Federal, state or local tax purposes shall be made by the Tax Matters Member.

## ARTICLE 8

### MANAGEMENT

**8.1 Management by Board.** The business and affairs of the Company shall be managed by or under the direction of the Board and the Board shall have the exclusive authority to make all decisions regarding the Company and its business, to exercise all powers of the Company and to do all such lawful acts and things as are not by law or this Agreement directed or required to be exercised or done by the Members. Each of the Managers shall have those duties as are customarily possessed by directors of a Pennsylvania nonprofit corporation, including, without limitation:

- (a) provide overall direction and supervision of the business and affairs of the Company;
- ~~(b) to elect and remove the officers of the Company;~~
- (c) to enter into, make, and perform contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and to make all decisions and waivers thereunder;
- (d) to open and maintain bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (e) to maintain the assets of the Company in good order;
- (f) to collect sums due the Company;
- (g) to the extent that funds of the Company are available therefore, pay debts and obligations of the Company;
- (h) to acquire, utilize for Company purposes, and dispose of any asset of the Company;
- (i) to borrow money or otherwise commit the credit of the Company for Company activities and voluntary prepayments or extensions of debt;
- (j) to select, remove, and change the authority and responsibility of lawyers, accountants, and other advisers and consultants;

- (k) to obtain insurance for the Company;
- (l) to determine distributions of Company cash and other property; and
- (m) to establish a seal for the Company.

#### **8.2. Board of Managers.**

(a) The full Board shall consist of three (3) persons, with any increase or decrease to be determined from time to time by a resolution of the Members. At each annual meeting of the Members, the Managers shall be elected to serve until the annual meeting of the Members or until his or her successor is duly elected and qualified, or until his or her death, resignation or removal.

(b) The Board may hold regularly scheduled, periodic meetings without notice at such times and places as the Board shall decide. Special meetings (a) may be called by the President and (b) shall be called by the President or Secretary on the written request of a majority of the Board. Notice of each special meeting shall be given, either personally or as hereinafter provided, to each Director at least 24 hours before the meeting.

(c) The President shall act as the presiding officer at the Board meetings (or such other person as designated by the Board) and shall designate a person to take the minutes of the meeting. One or more of the Managers may participate in a meeting of the Board by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

(d) Each Manager shall be entitled to cast one vote on all matters. At all meetings of the Board of Managers, the presence of at least two (2) Managers shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the Managers present, until a quorum is present; but notice of the time and place to which such meeting is adjourned shall be given to any Manager not present on at least the day prior to the date of reconvening. Resolutions of the Board shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of a majority of the Board of Managers.

(e) Any Manager may resign by submitting his or her resignation to the other Managers, which (unless otherwise specified therein) need not be accepted to make it effective and shall be effective immediately upon its receipt by any other Manager. A Manager who becomes ineligible to serve as such shall be deemed to have resigned at that time.

(f) The entire Board or any individual Manager may be removed from office at any time without assigning any cause, only by the vote of the Members. In case the Board or any one or more Managers are so removed, new Managers may be elected at the same meeting in accordance with this Section 8.2.

(g) Vacancies in the Board shall be filled by the Members and each person so elected shall be a Manager until his or her successor is elected by the Members; such election may be made at the next annual meeting of the Members or at any special meeting duly called for the purpose and held prior thereto.

(h) Managers, as such, shall not receive any stated salary for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, that, nothing herein contained shall be construed to preclude any Manager from serving the Company in any proper capacity and receiving compensation therefore.

(i) Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting, if, prior or subsequent to the action, a consent or consents in writing setting forth the action so taken is signed by all of the Managers.

(j) Persons who are not Managers but who are eligible to serve as Managers may attend meetings of the Board, without vote, subject to the right of the Board to place reasonable limits and restrictions on the number of such persons in attendance and the extent of their participation.

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### **8.3 Limitations on the Authority of the Board.**

(a) The Board may not cause the Company to do any of the following without the approval of the Members owning at least two-thirds (2/3) of the issued and outstanding Units:

- (i) sell, transfer, assign or otherwise dispose of all or substantially all the business or assets of the Company;
- (ii) merge, consolidate or affiliate with any other entity;
- (iii) materially change the scope or type of services provided by the Company;
- (iv) approve the annual operating budgets for the Company;
- (v) except as may relate to the operating budget for the Company and except for loans made as part of a Member's Capital Contributions, create or incur indebtedness (A) which does not exclude recourse against the Members in the event of a default; (B) which exceeds \$200,000, or such other amount as established by Members owning at least two-thirds (2/3) of the issued and outstanding Units, from time to time, or (C) if such individual indebtedness is less than said amount, such indebtedness which, when added to the aggregate unpaid balance of all of the Company's

outstanding indebtedness (excluding indebtedness related to the Company's start up) causes the Company's aggregate indebtedness to exceed \$250,000, or such other amount as established by Members owning at least two-thirds (2/3) of the issued and outstanding Units, from time to time;

- (vi) except as may relate to the operating budget of the Company or as may be involved thereafter in ordinary repairs, maintenance and replacement, make any capital expenditures or any capital additions or improvements requiring the payment of more than \$200,000 for any one capital item, or such other amount as established by Members owning at least two-thirds (2/3) of the issued and outstanding Units, from time to time; or
- (vii) amend, restate or terminate this Agreement or the Certificate.

(b) The Board may not engage or take any other action or task which requires the consent of the Members by virtue of any other provision of this Agreement or by resolutions enacted by the Board or the Members from time to time.

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**8.4 Time Devoted to Company; Other Permissible Activities.** The Managers shall devote such time to the Company's business as they deem necessary for the effective conduct of the Company's business. Nothing in this Agreement shall preclude the employment, at the expense of the Company, of any agent or third party to manage or provide other services with respect to the Company's business, subject to the control of the Board. The Managers, Members and their respective Affiliates may engage in or possess any interest in other business ventures of any kind, nature or description, independently or with others, whether such ventures shall be competitive with the Company or otherwise. The Company shall not have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member, Manager or officer or any Affiliate of any of the foregoing, shall be obligated to present any particular business opportunity to the Company, even if such business opportunity shall be of a character which, if presented to the Company, could be taken by the Company, and each Member, Manager and officer and any of their Affiliates shall have the right to take for his or its own account (individually or as a trustee, partner or fiduciary) or to recommend to others any such particular opportunity.

**8.5 Limitation on Liability.** No Manager shall be personally liable, as such, for any action taken unless: (a) such Manager breached or failed to perform the duties of his or her office and (b) the breach or failure to perform constituted self-dealing, gross negligence, willful misconduct or recklessness. The foregoing shall not apply to any

responsibility or liability under a criminal statute or liability for the payment of taxes under Federal, state or local law.

**8.6 Day-to-Day Management.** The Members hereby authorize the Board to employ the services of such employees or contract personnel as the Board determines appropriate to manage the day-to-day operations of the Company. All such persons shall serve at the pleasure of the Board and in accordance with the terms of this Agreement.

**8.7 Election of Officers.** The Board shall designate a President, Treasurer and Secretary, and such other officers and assistant officers as the Board determines appropriate, to whom it shall delegate authority appropriate with respect to such positions. Each such officer shall report to the Board. Each office shall be held for a term of one (1) year, which term shall be automatically extended for subsequent one (1) year terms until a successor has been duly elected and qualified by the Board. An officer may be removed by the Board with or without cause. Any officer may resign at any time with prior, written notice to the Board. Any vacancy may be filled by the Board. The President may, however, fill vacancies in any office designated by the Board for the period ending upon the date when such vacancy is filled by the Board.

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~~**8.8 General Powers and Limitations of the Officers.** Subject to the limitations of this Agreement with respect to actions required to be taken by the Members or the Board, the officers shall have those duties as are customarily possessed by such officers of a Pennsylvania nonprofit corporation, including, without limitation, those duties set forth below, except as such duties may be limited or expanded by action of the Board. Officers under this Agreement shall be deemed "Managers" for purposes of 15 Pa. C.S.A. § 8945 regarding limited liability, but shall not, by virtue of this sentence, have any of the authority of the "Managers" under or within the meaning of the Act.~~

(a) **President** – The President shall be responsible for overseeing the affairs of the Company and shall preside at all meetings of the Board.

(b) **Secretary** – The Secretary shall make or cause to be made minutes of all meetings of the Board. The Secretary shall be responsible for the timely mailing or delivery of all notices of meetings of the Board, shall affix the corporate seal at the direction of the President and, generally, will perform all duties incident to the office of secretary and such other duties as may be required by law, by the Certificate or by this Agreement, or which may be assigned from time to time by the Board.

(c) **Treasurer** – The Treasurer shall supervise the financial activities of the Company. Specifically, the Treasurer shall see that (a) full and accurate accounts of receipts and disbursements are kept, (b) a system is in place such that all monies and other valuable effects are deposited in the name and to the credit of the Company, (c) the Managers at the regular meetings of the Board or whenever they may require it, receive an account of the financial condition of the Company and (d) an annual audit of the Company's books and records is performed by an auditor selected by the Board. In

performing these functions, the Treasurer may rely on employees of the Company or any Affiliate corporation who possess special financial training and skills and whose employment responsibilities include management of the Company's financial affairs.

#### **8.9 Indemnification.**

(a) The Company shall indemnify and hold harmless, to the fullest extent now or hereafter permitted by law, each Member, Manager and officer acting on behalf of or at the direction of the Company from and against any and all damages, losses, costs and expenses (including reasonable attorney's fees) resulting from or relating in any way to any action taken or omitted to be taken, in good faith, by such Member, Manager or officer in connection with the business or affairs of the Company, except that they shall not be indemnified in respect of any damage, loss, cost or expense incurred by reason of self-dealing, gross negligence, recklessness, or willful misconduct, liability under a criminal statute or liability for the payment of taxes under Federal, state or local law.

(b) The Company may, as determined by the Board from time to time, indemnify and hold harmless, to the fullest extent now or hereafter permitted by law, any other Authorized Representative (as defined in Section 8.9(g)) acting on behalf of or at the direction of the Company from and against any and all damages, losses, costs and expenses (including reasonable attorney's fees) resulting from or relating in any way to any action taken or omitted to be taken, in good faith, by such Person in connection with the business or affairs of the Company, except that they shall not be indemnified in respect of any damage, loss, cost or expense incurred by reason of self-dealing, gross negligence, recklessness, or willful misconduct, liability under a criminal statute or liability for the payment of taxes under Federal, state or local law.

(c) Costs and expenses incurred in defending or responding to any legal action may be advanced by the Company to the Authorized Representative who is the subject thereof in advance of the final disposition of such action, upon receipt of an undertaking by the Authorized Representative seeking such advance to repay such amount if it shall ultimately be determined that such Authorized Representative is not entitled to be indemnified pursuant to this Section.

(d) For the purposes of this Section, the determination that any Authorized Representative has engaged in self-dealing, acted with gross negligence, recklessness or willful misconduct may be made by the court or other body before which the relevant action, proceeding or investigation is pending. In the absence of a determination by such court or other body, such determination shall be made by independent legal counsel in a written legal opinion to the Company.

(e) Notwithstanding anything contained herein to the contrary, indemnification under this Section shall not be made by the Company in any case where a court determines that the alleged act or failure to act giving raise to the claim for indemnification is expressly prohibited by the Act or any applicable law in effect at the time of such alleged action or failure to take action.

(f) Each Authorized Representative shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Section. The rights of indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of expenses may be entitled under any agreement, statute or otherwise, both as to action in such Person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a Person who has ceased to be an Authorized Representative of the Company and shall inure to the benefit of the heirs and personal representatives of such person. Indemnification and advancement of expenses under this Section shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Company. Any repeal or modification of this Section shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Section.

(g) For purposes of this Section "Authorized Representative" shall mean a Member, Manager, officer or employee of the Company or of any Affiliate of the foregoing or the Company, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Company or by any corporation controlled by the Company, or Person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Company. ~~The term "Authorized Representative" shall not include agents of the Company unless indemnification thereof is expressly approved by the Board.~~ For purposes of this Section only, references to "Company" shall include all constituent limited liability companies, corporations or other entities absorbed in a consolidation, merger or division, as well as the surviving or new limited liability companies, corporations or other entities surviving or resulting therefrom, so that (i) any Person who is or was an Authorized Representative of a constituent, surviving or new limited liability company, corporation or other entity shall stand in the same position under the provisions of this Section with respect to the surviving or new limited liability company, corporation or other entity as such Person would if such Person had served the surviving or new corporation or other entity in the same capacity and (ii) any Person who is or was an Authorized Representative of the Company shall stand in the same position under the provisions of this Section with respect to the surviving or new corporation or other entity as such Person would with respect to the Company if its separate existence had continued.

(h) The provisions of this Section shall survive the termination or expiration of this Agreement for any reason.

## ARTICLE 9

### RIGHTS AND OBLIGATIONS OF THE MEMBERS

#### 9.1 Liability of Members.

(a) No Member shall have any personal liability with respect to the debts, liabilities or obligations of the Company of any kind or for the acts of any Member, Manager, agent or employee of the Company, except (i) as otherwise required by the Act, or (ii) to the extent that such Member expressly and voluntarily assumes in writing any obligations of the Company; and

(b) No Member shall be personally liable or obligated, except as otherwise required by the Act, either (i) to pay to the Company, any other Member or any creditor of the Company any deficiency in the Member's Capital Account, or (ii) to return to the Company or to pay any creditor or any other Member the amount of any return of the Member's Capital Contribution or any other distribution made to the Member.

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#### ~~9.2 Voting Rights and Meetings of Members.~~

(a) Each Member owning Units shall be entitled to one vote for each Unit registered in such Member's name pursuant to this Agreement in all matters to which Members are entitled to vote hereunder or under the Act. No Member shall be entitled to vote as a class with respect to any matter. No Member and no class or group of Members shall be entitled to any express or implied appraisal or dissenters' rights of any kind whatsoever under any circumstances whatsoever.

(b) An annual meeting of the Members shall be held each year within four (4) months before or after the end of the fiscal year on such day and at such time as the Board may designate. Other meetings of the Members for any purpose may be called by the Board or any Member. Meetings shall be held at the principal office of the Company, or at such other place as may be designated by the Board or, if called by a Member, as designated by such Member.

(c) Unless a different notice is required by the Act, a notice of a meeting shall be given either personally or by mail, not less than one (1) day nor more than sixty (60) days before the date of the meeting, to each Member at its record address, or at such other address which it may have furnished in writing to the Company. Such notice shall be in writing, and shall state the place, date and hour of the meeting, and shall indicate that it is being issued by or at the direction of the Board or Members calling the meeting. The notice may state the purpose or purposes of the meeting. If a meeting is adjourned to another time or place, and if any announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting.

(d) The presence in person of all of the Members shall constitute a quorum at all meetings of the Members; provided, however, that if there be no such quorum, holders of a Majority in Interest of such Members so present may adjourn the meeting from time to time without further notice, until a quorum shall have been obtained.

(e) No notice of the time, place or purpose of any meeting of Members need be given to any Member who attends in person (except when a Member attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened), or to any Member entitled to such notice who, in writing, has executed and filed with the records of the meeting, either before or after the time thereof, waiver of such notice.

(f) Each Member shall be entitled to cast one vote for each Unit it owns at a meeting, in person or by a signed writing directing the manner in which it desires that its vote be cast, which writing must be received by a Manager designated by the Board for such purpose (or the Member calling the meeting) prior to such meeting.

~~(g) Any Member may attend by means of conference telephone or similar communication equipment by means of which all Persons participating in the meeting can hear each other.~~

(h) Resolutions shall be adopted by the affirmative vote of a Majority in Interest of the Members unless a greater percentage is required herein or by law.

**9.3 Voting Rights of Members.** The Members shall be entitled to vote only on those matters (a) specified (i) in this Agreement or (ii) under nonwaivable provisions of the Act as subject to the vote of such Members or (b) which the Board elects to submit to them.

**9.4 Action by Written Consent.** Any action permitted or required by the Act, the Certificate or this Agreement to be taken by the Members at a meeting may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by all of the Members.

**9.5 Actions by Initial Member.** Where the act of the Initial Member is required under the Act or this Agreement, the Initial Member may act through its board of directors, any board committee of its board of directors, or any authorized officer of the Initial Member. The Initial Member shall, as appropriate, act by executing and delivering to the Board or the President of the Company a written instrument signed by an officer of the Initial Member setting forth the action taken by its board, board committee or authorized officer.

## ARTICLE 10

### ASSIGNMENT OF A MEMBER'S INTEREST

#### 10.1 Restrictions on Assignment.

(a) No Member (or assignee of a Member) may Assign all or any part of its interest in the Company, including economic and non-economic rights, to any Person at any time without the prior, written approval of all the Members and compliance with the other terms, conditions and provisions of this Agreement. Any purported Assignment of an interest in the Company that violates this Article 10 shall not be recognized by the Company.

(b) Provided the requirements of Section 10.1(a) are met, when a Member's interest in the Company is transferred, the Member's successor shall immediately be vested with all of the Member's rights, authority and power as a Member of the Company.

~~(c) In the event that a Member's interest is taken or distributed by levy, foreclosure, charging order, execution or other similar proceeding, the Company shall not dissolve, but the assignee of said Member's interest shall be entitled to no more than to receive distributions if and when made as provided herein, and profits and losses attributable to the Member's interest in the Company, in accordance with this Agreement, and in no event shall said assignee have the right to interfere with the management or administration of the Company's business or affairs or to vote or to become a substituted Member except as may otherwise be provided herein.~~

**10.2 Permitted Assignments.** Notwithstanding anything contained herein to the contrary, the following Assignments are hereby permitted provided that any such Assignments comply with applicable law, the assignee qualifies for exemption under Section 501(c)(3) of the Code, and the assignment shall not adversely affect the Company's status as a disregarded entity under the Code.

(a) any Member may Assign all or a portion of its interest in the Company to the other Members on a pro rata basis based on the other Members' Percentage Interest in the Company; and

(b) the Initial Member may Assign all or a portion of its interest in the Company to an Affiliate.

#### 10.3 Admitted Members; Rights of Assignee.

A Person that is permitted to become a Member hereunder shall agree in writing, in form satisfactory to the Board, to be bound by this Agreement as a Member. The number of Units offered to new members and the value of the Capital Contribution by such new members, if any, shall be determined conclusively by the Board at the time

immediately prior to such admission. An assignee who does not become a Member (for example, by way of a Bankruptcy) shall be entitled to receive distributions of cash or other property or allocations from the Company attributable to the interest Assigned and shall receive the tax information, but shall have no right to any other information or accounting or to inspect the Company's books and records and shall not be entitled to any other right of a Member under the Act or this Agreement.

## ARTICLE 11

### DISSOLUTION

#### 11.1 Dissolution.

(a) The Company shall be dissolved, and shall terminate and wind-up its affairs, upon the first to occur of the following:

(i) the Board and the Members owning at least two-thirds (2/3) of the issued and outstanding Units vote to dissolve the Company; or

(ii) entry of a decree of judicial dissolution of the Company under Section 8972 of the Act.

(b) Neither the death, insanity, bankruptcy, retirement, resignation, expulsion or dissolution of a Member, or any other action or event affecting a Member, shall result in the dissolution of the Company.

**11.2 Reconstitution of Company.** In the event the Company shall be dissolved pursuant to Section 11.1(a)(ii) above, the Members who have not been the cause of such dissolution shall have the right, upon a vote of not less than all of such Members after notice of such dissolution, by a declaration in writing and delivered to the Members, to reconstitute the Company, creating a new Company, under all of the terms and conditions of this Agreement, with the interest of the affected Member reallocated among the remaining Members.

**11.3 Liquidation and Distribution.** On the dissolution of the Company, the Board shall act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Board.

**11.4 Termination.** Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company shall terminate. The establishment of any reserves as required by the Act or as determined by the liquidator shall not have the effect of extending the term of the Company.