

11.5 Charitable Purpose. Notwithstanding anything contained herein to the contrary, in the event of the dissolution of the Company or in the winding up of its affairs, or other liquidation of its assets, the Company's property shall not be conveyed to any organization created or operated for profit or to any individual for less than the fair market value of such property; all assets remaining after all debts and expenses of the Company have been paid or provided for shall be conveyed or distributed by the Board to the Members in accordance with their Percentage Interests provided such Members then qualify as an organizations described in Section 501(c)(3) of the Code; provided further that in the event any such Member does not so qualify then to one or more organizations recognized as exempt under Section 501(c)(3) of the Code and having purposes similar to those of this Company as determined by the Board of this Company. Any such assets not so distributed shall be disposed of pursuant to an order by a court of competent jurisdiction, exclusively for such purposes or to such organization or organizations, as said court shall determine.

ARTICLE 12

AMENDMENTS

Except as otherwise required by law, this Agreement and the Certificate may be amended only by agreement of Members owning at least two-thirds (2/3) of the issued and outstanding Units and the Board as set forth in Section 8.3.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Illegality. If in the reasonable opinion of counsel for any Member, applicable health care or other laws, or the interpretation thereof, prohibit the transactions contemplated by this Agreement, then the Members shall be required to act in good-faith to restructure the business arrangement between the Members to conform with the applicable laws or the requirements of any federal state and/or local governmental agency.

13.2 Tax-Exempt Status. Notwithstanding any other provision in this Agreement, a Member's Member Duty is hereby expressly subordinated to its Exempt Duty. Each Member hereby acknowledges that in the event of any conflict between a Member's Member Duty and Exempt Duty, the Member shall observe its Exempt Duty and such course or course of action shall not breach this Agreement or give rise to any liability for the Member for breach of its Member Duty. The Members intend that this Agreement shall not adversely affect any Member's status as an organization described in Section 501(c)(3) of the Code and they agree to interpret this Agreement in accordance with such intent. In the event the Internal Revenue Service shall inform a

Member or legal counsel for the Member that this Agreement threatens the status of the Member as an organization described in Section 501(c)(3) of the Code, then upon the written request of the Member, the Members shall be required to act in good faith to modify this Agreement in order to cure the threat.

13.3 Contracts and Negotiable Instruments. Except as otherwise provided by law or this Agreement, any contract or other instrument relative to the business of the Company may be executed and delivered in the name of the Company and on its behalf by the President; and the Board may authorize any other officer or agent of the Company to enter into any contract or execute and deliver any contract in the name and on behalf of the Company, and such authority may be general or confined to specific instances as the Board may by resolution determine. All bills, notes, checks or other instruments for the payment of money shall be signed or countersigned by such officer, officers, agent or agents and in such manner as are permitted by this Agreement and/or as, from time to time, may be prescribed by resolution (whether general or special) of the Board. Unless authorized so to do by this Agreement or by the Board, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or to any amount.

~~**13.4 Notices.** All notices or other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to be delivered when given either personally or by sending a copy by certified, registered or express mail, postage prepaid, or by telegram (with messenger service specified) or courier service, charges prepaid, or by confirmed telecopier transmission, to the party being given such notice at its last known address (or telecopier number) or, in the case of the Managers, supplied by them to the Company for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the Person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that Person or, in the case of telecopy, when dispatched. The address shown on a Member's signature page shall be considered a Member's last known address unless the Member shall otherwise notify the other parties in the manner set forth in this Section. All notices to the Company shall be addressed to the Company's principal place of business unless the Members are otherwise notified.~~

13.5 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

13.6 Execution in Counterparts. This Agreement may be executed in one or more counterparts, and in such event each such counterpart shall constitute an original and all of such counterparts shall constitute one agreement.

13.7 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

13.8 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of such parties in connection herewith.

13.9 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any respect shall not affect the validity, legality or enforceability of the remaining provisions hereof.

13.10 Execution of Additional Documents. Upon the request of the Board or liquidator, each Member shall promptly execute all certificates and other documents necessary or desirable for the Board or liquidator to accomplish all such filings, recordings, publications and other acts as they determine may be appropriate to comply with the requirements of the formation, operation, amendment, or dissolution, as the case may be, of a limited liability company under the laws of Pennsylvania in accordance with this Agreement.

13.11 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not control or affect the meaning of any provision hereof.

13.12 Specific Performance. The parties declare that it is impossible to measure in money the damages which will accrue to a party by reason of a failure to perform any of the obligations under this Agreement. Therefore, any party which institutes any action or proceeding to enforce the provisions hereof shall be entitled to a decree requiring specific performance of the provisions hereof, and any Person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law, and such Person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

13.13 Pronouns. Unless the context indicates otherwise, as used in this Agreement, words in the masculine shall include the feminine and neuter and vice versa. Words in the singular shall include the plural where the context so indicates.

13.14 Investment Representation. Each Person who holds an interest in the Company shall be deemed to have represented and warranted to the Company that it acquired such interest for investment and not for resale or distribution.

13.15 Dispute Resolution Procedures.

In the event of a dispute concerning the terms or conditions of this Agreement that cannot be resolved informally, any member may require that the parties shall submit the dispute to non-binding mediation, pursuant to the mediation procedures of a mediation agency selected by the parties. This mediation shall consist of two mediation sessions of at least four hours each, or until the mediator declares that the parties have reached an impasse, whichever occurs sooner. The parties are not required to exercise their right to mediation prior to providing a notice of termination and the mediation provisions set forth herein shall not act to extend the effective date of

termination as specified in this notice, unless the party providing the notice of termination specifically agrees to such an extension.

13.16 No Waiver. No failure on the part of any party hereto in exercising any right, power or privilege hereunder shall, except as otherwise expressly provided herein, operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and, except as otherwise herein provided, are not exclusive of any rights or remedies which any party hereto would otherwise have.

13.17 Survival. The obligations of the parties which expressly extend beyond the life of the Company and/or termination or expiration of this Agreement shall continue in full force and effect.

13.18 HIPAA. The Company agrees to undertake efforts to ensure that the Company maintains compliance with the Health Insurance Portability and Accountability Act of 1996, 65 Fed. Reg §§ 160.101 et seq. and 164.101 et seq. (December 28, 2000) ("HIPAA") and all amendments thereto. In addition, the Company shall require participation of any relevant parties in continued education on the requirements of HIPAA as necessary. ~~The Members agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information, including HIPAA. The provisions of this Section shall continue to survive after termination or expiration of this Agreement for any reason.~~

[Signature Page To Follow]

WITNESS, the due execution hereof as of the date first above written.

ATTEST:

INITIAL MEMBER:

WEST PENN ALLEGHENY HEALTH
SYSTEM

By: [Signature]
Name: ROBERT S. ROZANSKI
Title: ASSI. SECRETARY

By: [Signature]
Name: David A. Sanvel
Title: Sr. V.P. & Treasurer

(WPAF Operating Agreement.con)

EXHIBIT A

CAPITAL CONTRIBUTIONS; UNITS

<u>Initial Member</u>	<u>Capital Contributions</u>	<u>Units</u>
West Penn Allegheny Health System	Equity contribution of \$2,500,000.	1,000

Officer's Certificate

I am the duly appointed and authorized Secretary of West Penn Allegheny Health System, Inc. (WPAHS) and Allegheny General Hospital (AGH) and am the duly appointed and authorized Assistant Secretary of West Penn Allegheny Foundation, LLC (WPAF) and I hereby certify as follows:

1. Attached hereto as Exhibit 1 are true and correct resolutions adopted by the Board of Directors of WPAHS at a duly constituted meeting of the board held on November 16, 2006. These resolutions remain in full force and effect and have not been modified in any manner.
2. Attached hereto as Exhibit 2 are true and correct resolutions adopted by the Board of Directors of AGH at a duly constituted meeting of the board held on November 30, 2006. These resolutions remain in full force and effect and have not been modified in any manner.
3. Attached hereto as Exhibit 3 are true and correct resolutions adopted by unanimous written consent of the Board of Managers of WPAF as of November 15, 2006. These resolutions remain in full force and effect and have not been modified in any manner.
4. Attached hereto as Exhibit 4 are true and correct resolutions adopted by the written consent of the sole member of WPAF. These resolutions remain in full force and effect and have not been modified in any manner.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 21st day of December, 2006.



Judy J. Hlaticsak
Secretary, West Penn Allegheny Health System, Inc.
Secretary, Allegheny General Hospital
Assistant Secretary, West Penn Allegheny Foundation, LLC

Exhibit 1

**Resolutions of the Board of Directors of
of
West Penn Allegheny Health System, Inc.
November 16, 2006**

WHEREAS, West Penn Allegheny Foundation, LLC ("WPAF"), has approved certain transactions related to the financing (the "Obligations") of certain capital equipment, including four medical evacuation helicopters and hospital beds (collectively, the "Equipment") through the Allegheny County Hospital Development Authority, as more fully set forth in the Resolution of Board Managers ("WPAF Resolution"), attached hereto as Annex A, and made a part hereof; and

WHEREAS, Allegheny General Hospital (the "Hospital"), intends to act to approve entering into certain operating leases with WPAF in connection with the Equipment, which lease payments would secure the Obligations, as more fully set forth in the Resolution of the Board of Directors ("AGH Resolution") attached hereto as Annex B and made a part hereof; and,

WHEREAS, Board of Directors of the West Penn Allegheny Health System ("WPAHS") desires to approve the actions set forth in the WPAF Resolution and the AGH Resolution.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The terms and actions set forth in the WPAF Resolution are hereby authorized, ratified and approved.

Section 2. The terms and actions set forth in the AGH Resolution are hereby authorized, ratified and approved.

Section 3. All actions previously taken by the Authorized Officers as set forth in the WPAF Resolution and the AGH Resolution, respectively, in connection with the matters described in the WPAF Resolution and the AGH Resolution are ratified and approved.

Section 4. The foregoing authorizations, ratifications, consents, approvals and resolutions shall take effect immediately, subject, however, to the approval of the AGH Resolution or a resolution with materially consistent provisions, by the Hospital Board of Directors. Any resolutions previously adopted that conflict with the foregoing are hereby revoked and of no further force or effect.

Annex A

**Written Consent of the Board of Managers
of
West Penn Allegheny Foundation, LLC**

November 15, 2006

WHEREAS, the Company, whose sole member is West Penn Allegheny Health System ("WPAHS"), has submitted an application to Allegheny County Hospital Development Authority (the "Issuer") for assistance in connection with the financing of the acquisition of certain medical evacuation helicopters (the "Helicopters") and certain capital equipment including hospital beds (the "Bed" and, together with the Helicopters, the "Equipment"), such financing to be evidenced by one or more financing and security agreements and related schedules (the "Financing Agreements"), to be entered into among the Issuer, the Company and one or more lenders to be selected by the Company (the "Lender"); and

WHEREAS, the Issuer proposes to enter into the Financing Agreements to finance the Equipment with the intent that the interest on the loan for the Helicopters and the loan for the Beds (the "Helicopter Loan" and the "Bed Loan", respectively, and together, the "Loans") shall be excluded from gross income for federal income tax purposes and the Company has agreed to make payments sufficient to pay the principal of and interest on the Loans to the Issuer, plus any other amounts due under the Financing Agreements with respect to the Equipment; and

WHEREAS, the Equipment financed by the Loans to the Issuer will be leased to Allegheny General Hospital, a charitable controlled affiliate of WPAHS, pursuant to leases which are intended by the Company to constitute operating leases for accounting purposes (the "Leases"); and

WHEREAS, the Lenders shall be selected by the Company pursuant to a "request for proposal" selection process (the "Selection Process"), whereby the Company, in its sole discretion, shall select the lenders that provide the Company the best financing terms for the Equipment meeting the terms of the Selection Process; and

WHEREAS, the Selection Process has been reviewed by officers of the Company; and

WHEREAS, it is anticipated that the Company will incur certain costs of the Equipment prior to the issuance of the notes evidencing the debt obligations of the Loans in order for the acquisition of the Equipment to proceed in a timely manner ("Prior Costs") and to pay for the same out of its general funds; and

WHEREAS, the Company wishes to comply with the requirements of Treasury Regulation Section 1.150-2 because it ultimately wishes to reimburse itself out of the proceeds of the Loans for any expenditures for any Prior Costs which it incurs.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Any one or more of the Authorized Officers of the Company listed in Section 5 below be and each of them hereby is, authorized to select the Lenders pursuant to the Selection Process, and is authorized to execute, acknowledge and deliver in the name and on behalf of the Company to and with the Lenders any commitment letter, note purchase proposal or similar agreement evidencing the terms of the Loans.

Section 2. The Company is authorized to enter into the Helicopter Loan and the Bed Loan in order to enable the Company to purchase the Equipment in an amount of up to \$25,000,000 and \$6,000,000, respectively, pursuant to Financing Agreements to have terms substantially consistent with the parameters set forth in the Selection Process, with such changes as the signing Authorized Officer(s) shall determine to be advisable, such approval to be conclusively evidenced by their execution and delivery of the Financing Agreement.

Section 3. The Company declares that it reasonably expects to reimburse itself for Prior Costs in connection with the Equipment with the proceeds of the Loans to be issued by the Issuer. This declaration shall constitute an expression of official intent under Treasury Regulation Section 1.150-2. The maximum principal amount of the Loans to be issued for the Equipment in the near future is expected to be approximately \$31,000,000, exclusive of any costs of issuance, any capitalized interest or any debt service reserve fund, which may be required.

Section 4. Any one or more of the Authorized Officers of the Company listed in Section 5 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of the Company to and with the Issuer and/or Lender the Financing Agreements, including all attachments, financing statements and schedules and supplements thereto, such Financing Agreements to have terms substantially consistent with the parameters set forth in the Selection Process, with such changes as the signing Authorized Officer(s) shall determine to be advisable; further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Company any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Financing Agreements; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 5. For the purpose of these resolutions, the following persons are "Authorized Officers" duly authorized to enter into the transactions contemplated by those resolutions in the name and on behalf of the Company:

<i>Name of Position</i>	<i>Name</i>
President	Jerry J. Fedele
Secretary	James L. Rosenberg
Treasurer	David A. Samuel
Assistant Secretary	Judy J. Hlafcsak
Assistant Treasurer	Thomas Albanesi

Section 6. There is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of the Company of the Leases and such other instruments or documents advisable, convenient or necessary to carry out the transactions contemplated by the Leases.

Section 7. All actions previously taken by the Authorized Officers in connection with the matters described in the foregoing resolutions are ratified and approved.

Section 8. Any resolutions previously adopted that conflict with the foregoing are hereby revoked and of no further force or effect.

Section 9. The foregoing resolutions shall take effect immediately, subject, however, to the approval of the transactions contemplated by the Financing Agreements and the Leases by West Penn Allegheny Health System, Inc., as sole member of the Company.

Annex B

**Resolutions of the Board of Directors
of
Allegheny General Hospital**

WHEREAS, Allegheny General Hospital ("Hospital") desires to undertake the leasing of certain capital equipment, including medical evacuation helicopters and hospital beds (together the "Equipment") to be acquired by West Penn Allegheny Foundation ("WPAF") pursuant to one or more financing and security agreements and related schedules, to be entered into among the Allegheny County Hospital Development Authority, WPAF and one or more lenders to be selected by the WPAF; and

WHEREAS, the Equipment will be leased to the Hospital pursuant to leases intended by WPAF to constitute operating leases for accounting purposes; and

WHEREAS, the transactions described herein have been authorized by the Board of Directors of West Penn Allegheny Health System, Inc, subject, however, to the approval of the Hospital.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Any one or more of the Authorized Officers of the Hospital listed in Section 3 below be and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of the Hospital one or more leases with WPAF, including all attachments, financing statements and schedules and supplements thereto, (the "Leases") in regards to the Equipment, subject to such modifications as the officers executing and delivering the Leases shall approve, such approval to be conclusively evidenced by their execution and delivery of the Leases. Further, any one or more of the Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Hospital any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into the Leases; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 2. The terms of the Leases shall (i) in the aggregate not exceed \$31,000,000 original principal amount, (ii) not exceed 25 year in terms and (iii) not exceed a per annum interest rate of 10%.

Section 3. For the purpose of these resolutions, the following persons are "Authorized Officers" duly authorized to enter into the transactions contemplated by those resolutions in the name and on behalf of the Hospital:

<i>Name of Position</i>	<i>Name</i>
President and Chief Executive Officer	Connie Cibrone

Vice President, Finance
Treasurer
Secretary
Assistant Secretary
Assistant Treasurer

Dawn Javersack
David A. Samuel
Judy J. Hlafcsak
Sharon M. Loftus
Thomas A. Albanesi, Jr.

Section 4. All actions previously taken by the Authorized Officers in connection with the matters described in the foregoing resolutions are ratified and approved.

Section 5. The foregoing resolutions shall take effect immediately. Any resolutions previously adopted that conflict with the foregoing are hereby revoked and of no further force or effect.

Exhibit 2

**Resolutions of the Board of Directors
of
Allegheny General Hospital**

WHEREAS, Allegheny General Hospital ("Hospital") desires to undertake the leasing of certain capital equipment, including medical evacuation helicopters and hospital beds (together the "Equipment") to be acquired by West Penn Allegheny Foundation ("WPAF") pursuant to one or more financing and security agreements and related schedules, to be entered into among the Allegheny County Hospital Development Authority, WPAF and one or more lenders to be selected by the WPAF; and

WHEREAS, the Equipment will be leased to the Hospital pursuant to leases intended by WPAF to constitute operating leases for accounting purposes; and

WHEREAS, the transactions described herein have been authorized by the Board of Directors of West Penn Allegheny Health System, Inc, subject, however, to the approval of the Hospital.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Any one or more of the Authorized Officers of the Hospital listed in Section 3 below be and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of the Hospital one or more leases with WPAF, including all attachments, financing statements and schedules and supplements thereto, (the "Leases") in regards to the Equipment, subject to such modifications as the officers executing and delivering the Leases shall approve, such approval to be conclusively evidenced by their execution and delivery of the Leases. Further, any one or more of the Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Hospital any other agreement, instrument, certificate, representation and document, and to take anyother action as may be advisable, convenient or necessary to enter into the Leases; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 2. The terms of the Leases shall (i) in the aggregate not exceed \$31,000,000 original principal amount, (ii) not exceed 25 year in terms and (iii) not exceed a per annum interest rate of 10%.

Section 3. For the purpose of these resolutions, the following persons are "Authorized Officers" duly authorized to enter into the transactions contemplated by those resolutions in the name and on behalf of the Hospital:

<i>Name of Position</i>	<i>Name</i>
President and Chief Executive Officer	Connie Cibrone

Vice President, Finance
Treasurer
Secretary
Assistant Secretary
Assistant Treasurer

Dawn Javersack
David A. Samuel
Judy J. Hlafcsak
Sharon M. Loftus
Thomas A. Albanesi, Jr.

Section 4. All actions previously taken by the Authorized Officers in connection with the matters described in the foregoing resolutions are ratified and approved.

Section 5. The foregoing resolutions shall take effect immediately. Any resolutions previously adopted that conflict with the foregoing are hereby revoked and of no further force or effect.

Exhibit 3

**Written Consent of the Board of Managers
of
West Penn Allegheny Foundation, LLC**

November 15, 2006

The undersigned, being all of the Managers of West Penn Allegheny Foundation, LLC, a Pennsylvania limited liability company (the "Company"), do hereby consent to and adopt the following resolutions and take the following action with the same force and effect as if such resolutions had been duly adopted and such action duly taken at a meeting of the Managers of the LLC duly called and legally held in conformity with the Operating Agreement of the Company as of the 15th day of November, 2006.

WHEREAS, the Company, whose sole member is West Penn Allegheny Health System ("WPAHS"), has submitted an application to Allegheny County Hospital Development Authority (the "Issuer") for assistance in connection with the financing of the acquisition of certain medical evacuation helicopters (the "Helicopters") and certain capital equipment including hospital beds (the "Bed" and, together with the Helicopters, the "Equipment"), such financing to be evidenced by one or more financing and security agreements and related schedules (the "Financing Agreements"), to be entered into among the Issuer, the Company and one or more lenders to be selected by the Company (the "Lender"); and

WHEREAS, the Issuer proposes to enter into the Financing Agreements to finance the Equipment with the intent that the interest on the loan for the Helicopters and the loan for the Beds (the "Helicopter Loan" and the "Bed Loan", respectively, and together, the "Loans") shall be excluded from gross income for federal income tax purposes and the Company has agreed to make payments sufficient to pay the principal of and interest on the Loans to the Issuer, plus any other amounts due under the Financing Agreements with respect to the Equipment; and

WHEREAS, the Equipment financed by the Loans to the Issuer will be leased to Allegheny General Hospital, a charitable controlled affiliate of WPAHS, pursuant to leases which are intended by the Company to constitute operating leases for accounting purposes (the "Leases"); and

WHEREAS, the Lenders shall be selected by the Company pursuant to a "request for proposal" selection process (the "Selection Process"), whereby the Company, in its sole discretion, shall select the lenders that provide the Company the best financing terms for the Equipment meeting the terms of the Selection Process; and

WHEREAS, the Selection Process has been reviewed by officers of the Company; and

WHEREAS, it is anticipated that the Company will incur certain costs of the Equipment prior to the issuance of the notes evidencing the debt obligations of the Loans in order for the acquisition of the Equipment to proceed in a timely manner ("Prior Costs") and to pay for the same out of its general funds; and

WHEREAS, the Company wishes to comply with the requirements of Treasury

Regulation Section 1.150-2 because it ultimately wishes to reimburse itself out of the proceeds of the Loans for any expenditures for any Prior Costs which it incurs.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Any one or more of the Authorized Officers of the Company listed in Section 5 below be and each of them hereby is, authorized to select the Lenders pursuant to the Selection Process, and is authorized to execute, acknowledge and deliver in the name and on behalf of the Company to and with the Lenders any commitment letter, note purchase proposal or similar agreement evidencing the terms of the Loans.

Section 2. The Company is authorized to enter into the Helicopter Loan and the Bed Loan in order to enable the Company to purchase the Equipment in an amount of up to \$25,000,000 and \$6,000,000, respectively, pursuant to Financing Agreements to have terms substantially consistent with the parameters set forth in the Selection Process, with such changes as the signing Authorized Officer(s) shall determine to be advisable, such approval to be conclusively evidenced by their execution and delivery of the Financing Agreement.

Section 3. The Company declares that it reasonably expects to reimburse itself for Prior Costs in connection with the Equipment with the proceeds of the Loans to be issued by the Issuer. This declaration shall constitute an expression of official intent under Treasury Regulation Section 1.150-2. The maximum principal amount of the Loans to be issued for the Equipment in the near future is expected to be approximately \$31,000,000, exclusive of any costs of issuance, any capitalized interest or any debt service reserve fund, which may be required.

Section 4. Any one or more of the Authorized Officers of the Company listed in Section 5 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of the Company to and with the Issuer and/or Lender the Financing Agreements, including all attachments, financing statements and schedules and supplements thereto, such Financing Agreements to have terms substantially consistent with the parameters set forth in the Selection Process, with such changes as the signing Authorized Officer(s) shall determine to be advisable; further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Company any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Financing Agreements; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 5. For the purpose of these resolutions, the following persons are "Authorized Officers" duly authorized to enter into the transactions contemplated by those resolutions in the name and on behalf of the Company:

<i>Name of Position</i>	<i>Name</i>
President	Jerry J. Fedele
Secretary	James L. Rosenberg
Treasurer	David A. Samuel
Assistant Secretary	Judy J. Hlafcsak
Assistant Treasurer	Thomas Albanesi

Section 6. There is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of the Company of the Leases and such other instruments or documents advisable, convenient or necessary to carry out the transactions contemplated by the Leases.

Section 7. All actions previously taken by the Authorized Officers in connection with the matters described in the foregoing resolutions are ratified and approved.

Section 8. Any resolutions previously adopted that conflict with the foregoing are hereby revoked and of no further force or effect.

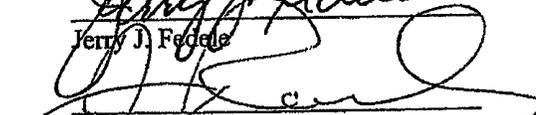
Section 9. The foregoing resolutions shall take effect immediately, subject, however, to the approval of the transactions contemplated by the Financing Agreements and the Leases by West Penn Allegheny Health System, Inc., as sole member of the Company.

WITNESS the due execution hereof.

BOARD OF MANAGERS



Jerry J. Fedele



James L. Rosenberg



David A. Samuel

Exhibit 4

**Consent of Member
of
West Penn Allegheny Foundation, LLC**

WHEREAS, West Penn Allegheny Foundation, LLC ("Company"), whose sole member is West Penn Allegheny Health System ("WPAHS"), has adopted the Resolution of the Board of Managers (the "Resolution"), attached hereto, and made a part hereof. The member of the Company desire to approve the actions set forth in the Resolution;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. WPAHS, as sole member of the Company, hereby approves and authorizes the actions and resolutions set forth in the attached Resolution.

Section 2. All actions previously taken by the authorized officers in connection with the matters described in the foregoing resolutions are ratified and approved.

Section 3. The foregoing consents and resolutions shall take effect immediately.

WEST PENN ALLEGHENY HEALTH SYSTEM,
sole member of West Penn Allegheny Foundation, LLC

By: _____

Title: _____

[Handwritten Signature]
President + CEO

Document Divider

Allegheny County Hospital Development Authority
Hospital Facilities Revenue Note Series A of 2006
(West Penn Allegheny Foundation, LLC Project)

GENERAL CERTIFICATE
of
West Penn Allegheny Health System, Inc.

This certificate is being executed and delivered by West Penn Allegheny Health System, Inc. ("WPAHS") in connection with the issuance by the Allegheny County Hospital Development Authority (the "Authority") of its Hospital Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project), in the aggregate principal amount of Four Million Nine Hundred Forty Nine Thousand Five Hundred Fifty Five and 66/100 Dollars (\$4,949,555.66) (the "Note") pursuant to the Financing and Security Agreement dated as of December 22, 2006 (the "Financing Agreement") by and among the Authority, West Penn Allegheny Foundation, LLC, a Pennsylvania limited liability company (the "Borrower"), and National City Commercial Capital Corporation (the "Purchaser"), an Ohio business corporation.

I, the undersigned, Secretary of WPAHS hereby certify the following:

1. WPAHS (a) is a Pennsylvania non-profit corporation and the sole member of the Borrower, (b) is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a "private foundation," as such term is defined under Section 509(a) of the Code, (c) has received a letter or letters from the Internal Revenue Service to that effect, (d) is in compliance with all terms, conditions and limitations, if any, contained in such letter or letters; and further (e) that such status has not been adversely modified, limited or revoked; and (f) the facts and circumstances which form the basis of such status as represented to the Internal Revenue Service continue substantially to exist;

2. WPAHS (a) shall take whatever actions are necessary to continue to be organized and operated in a manner which will preserve and maintain such federal income tax status of WPAHS, (b) shall not perform any acts nor enter into any agreements which shall cause any revocation or adverse modification of such federal income tax status, and (c) shall not carry on any trade or business the conduct of which (i) is not substantially related to the exercise or performance of the purposes or functions constituting the basis for WPAHS's exemption under Section 501(a) of the Code, or (ii) would cause the interest paid by the Authority on the Note to be subject to federal income tax in the hands of the registered owners thereof;

3. WPAHS represents, and covenants that, as of the date of this Certificate, it is an organization organized and operated: (a) exclusively for charitable purposes, (b) not for pecuniary profit, and (c) so that no part of its net earnings inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended. WPAHS agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in items (a), (b) and (c) of the preceding sentence;

4. Attached hereto as Exhibit A is a true and correct copy of WPAHS's Articles of Incorporation. Such Articles have not been amended, rescinded or altered and remain in full force and effect;

5. Attached hereto as Exhibit B is a true and correct copy of the Bylaws of WPAHS. Such Bylaws have not been amended, rescinded or altered and remain in full force and effect;

7. Attached hereto as Exhibit C is a true and correct copy of WPAHS's Determination Letter issued by the Internal Revenue Service;

8. The undersigned is the authorized officer of WPAHS, and has executed and delivered this Certificate for the purpose of consummating the transactions contemplated by the Financing Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have hereunto set my hand as of the 22nd day of December
2006.

WEST PENN ALLEGHENY HEALTH
SYSTEM, INC.

By: 
Name: Judy J. Hlafsak
Title: Secretary

APR 03 2000

Microfilm Number 200027-114

Filed with the Department of State on

Entity Number 2907909

Kim D'Amico
Secretary of the Commonwealth

STATEMENT OF CHANGE OF REGISTERED OFFICE
DSCB:15-1507/4144/5507/6144/8506 (Rev 90)

Indicate type of entity (check one):

- Domestic Business Corporation (15 Pa.C.S. § 1507)
- Foreign Business Corporation (15 Pa.C.S. § 4144)
- Domestic Nonprofit Corporation (15 Pa.C.S. § 5507)
- Foreign Nonprofit Corporation (15 Pa.C.S. § 6144)
- Domestic Limited Partnership (15 Pa.C.S. § 8506)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the corporation or limited partnership is: West Penn Allegheny Health System, Inc.

2. The (a) address of this corporation's or limited partnership's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a)	<u>10145 Woodbury Drive</u>	<u>Wexford</u>	<u>PA</u>	<u>15090</u>	<u>Allegheny</u>
	Number and Street	City	State	Zip	County
(b) c/o:	<u>Jerry J. Fedele</u>				<u>Allegheny</u>
	Name of Commercial Registered Office Provider				County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

3. (Complete part (a) or (b)):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

<u>4800 Friendship Avenue</u>	<u>Pittsburgh</u>	<u>PA</u>	<u>15224</u>	<u>Allegheny</u>
Number and Street	City	State	Zip	County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o:	<u>Jerry J. Fedele</u>	<u>Allegheny</u>
	Name of Commercial Registered Office Provider	County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

PA DEPT. OF STATE

APR 3 2000

200027 - 115

4. (Strike out if a limited partnership): Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer thereof this 27th day of March, 2000.

West Penn Allegheny Health System, Inc.

(Name of Corporation/Limited Partnership)

BY:

(Signature)

TITLE:

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

445

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITIES THAT ARE CHARITIES AND SOLICIT FUNDS SHOULD CONTACT THE
BUREAU OF CHARITABLE ORGANIZATIONS FOR REGISTRATION REQUIREMENTS AT
DEPARTMENT OF STATE, BUREAU OF CHARITABLE ORGANIZATIONS, SUITE 300
124 PINE STREET, HARRISBURG, PENNSYLVANIA 17101 (717) 783-1720 OR
1-800-732-0999 WITHIN PENNSYLVANIA.

ENTITY NUMBER: 2907909

MICROFILM NUMBER: 09982

1140-1143

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Filed in the Department of State

Ken D'Amico
Secretary of the Commonwealth

2907909

ARTICLES OF INCORPORATION

OF

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

In compliance with the requirements of 15 Pa.C.S. § 5306, the undersigned, being of full age and desiring to incorporate a nonprofit corporation, hereby certifies as follows:

FIRST: The name of the corporation is West Penn Allegheny Health System, Inc. (hereinafter the "Corporation").

SECOND: The address of the Corporation's initial registered office in this Commonwealth is c/o Jerry J. Fedele, 10145 Woodbury Drive, Wexford, PA 15090, located in the county of Allegheny.

THIRD: The Corporation is incorporated under the Pennsylvania Nonprofit Corporation Law of 1988.

FOURTH: The Corporation is formed and is to be operated exclusively for charitable, scientific and educational purposes in such a manner that the Corporation will be an organization described in sections 501(c)(3) and 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "Code") by:

Supporting and managing a regional health care system (the "Health Care System"), comprised of corporations of which the Corporation is the sole member, each of which (i) operates, raises funds for, or conducts activities otherwise ancillary to the operation of, health care facilities in Western Pennsylvania without regard to age, sex, race, religion, national origin or sexual orientation, or (ii) carries on scientific research and/or educational activities related to the causes, diagnosis, treatment, prevention or control of physical or mental diseases and impairments of persons, and each of which is an organization described in sections 501(c)(3) and either 509(a)(1) or 509(a)(2) of the Code. All health care facilities operated by corporations of which the Corporation is the sole member are collectively referred to herein as the "Constituent Hospitals", and the corporations of which the Corporation is the sole member are referred to herein as the "Constituent Corporations";

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9982-1141

Supporting, sponsoring and carrying on educational and scientific activities and scientific research related to the care of the sick and injured that is a part of the Constituent Hospitals' and Constituent Corporations' charitable purposes;

Supporting and sponsoring activities designed and carried on to promote the general health of the western Pennsylvania community;

Supporting, managing, promoting, assisting, approving and directing the activities and programs of the Constituent Hospitals and Constituent Corporations by providing central management and operational services, access to capital, centralized planning and such other functions that support the charitable missions of the Constituent Hospitals and Constituent Corporations; and

Exercising such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, as amended from time to time, or any successor legislation.

FIFTH: The Corporation does not contemplate pecuniary gain or profit incidental or otherwise.

SIXTH: The Corporation is organized upon a nonstock basis.

SEVENTH: The Corporation is to have no members.

EIGHTH: The name and address of the incorporator are:

Jerry J. Fedele 10145 Woodbury Drive
Wexford, PA 15090

NINTH: The names and addresses of the initial directors are:

Name	Address
Charles M. O'Brien, Jr.	107 Dogwood Lane Pittsburgh, PA 15238
David A. Sammel	4046 Dickey Road Gibsonia, PA 15044
Jerry J. Fedele	10145 Woodbury Drive Wexford, PA 15090

9982-1142

TENTH: Notwithstanding any other provision herein, the Corporation is organized and is to be operated exclusively for one or more of the purposes specified in section 501(c)(3) of the Code and shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate (i) its status as a corporation which is exempt from Federal income taxation under section 501(a) of the Code, as an organization described in section 501(c)(3) of the Code, (ii) its status as a public charity under section 509(a)(3) of the Code, or (iii) its status as an organization, contributions to which are deductible under sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

ELEVENTH: No part of the net earnings of the Corporation shall inure to the benefit of any trustee, director or officer of the Corporation or any private individual, firm, corporation or association, except that reasonable compensation may be paid for services rendered and payments and distributions may be made in furtherance of the purposes set forth in Article FOURTH hereof, and no trustee, director or officer of the Corporation, nor any private individual, firm, corporation or association, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

TWELFTH: In the event of dissolution of the Corporation, its Board of Directors, after making provision for the payment of all of the liabilities of the Corporation, and subject to providing prior notice to the Attorney General, obtaining the approval of the Court of Common Pleas, Orphans' Court Division of the Commonwealth of Pennsylvania, and compliance with the laws of the Commonwealth of Pennsylvania, shall arrange for either the direct distribution of all of the assets of the Corporation for the purposes of the Corporation (as set forth in Article FOURTH hereof) or the distribution to one or more organizations (i) which qualify for exemption under the provisions of section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and classified as a public charity pursuant to section 509(a) of the Code and the Treasury Regulations promulgated thereunder, and (ii) contributions to which then are deductible under sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

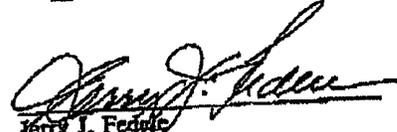
THIRTEENTH: No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, except as may otherwise be permitted by section 501(h) of the Code. No part of the activities of the Corporation shall be participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office (including the publishing or distributing of statements).

FOURTEENTH: The board of directors may alter or amend these Articles, subject to obtaining any additional approvals required by the By-laws of the Corporation, and provided that any such alteration or amendment shall be consistent with the Corporation's status as (i) a corporation which is exempt from Federal income taxation under section 501(a) of the Code, as an organization described in section 501(c)(3) of the Code, (ii) a public charity under section 509(a)(3) of the Code, and (iii) a corporation, contributions to which are deductible under sections 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Code.

FIFTEENTH: References in these Articles to sections of the "Code" shall be deemed to include corresponding provisions of any future United States Internal Revenue law.

9982-1743

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of
Incorporation this 18 day of November, 1999.


Jerry J. Fedak
10145 Woodbury Drive
Wexford, PA 15090

No. _____ Term, 19 _____

Proof of Publication of Notice in Pittsburgh Post-Gazette

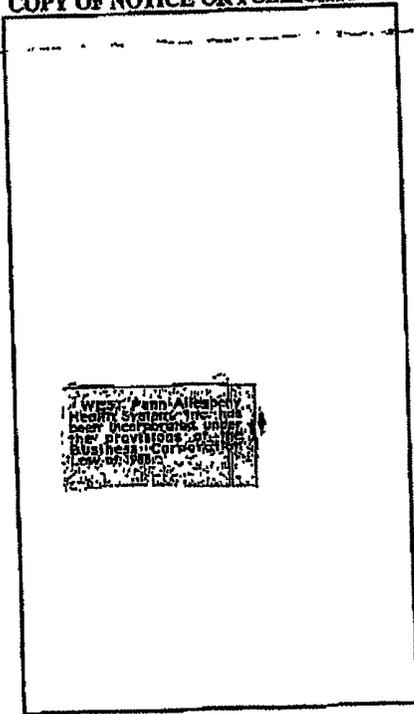
Under Act No. 587, Approved May 16, 1929, P.L. 1784, as last amended by Act No. 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss: A. Blanchard, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

24, of January, 2000.

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette; that, as such agent, affiant is duly authorized to verify the foregoing statement under oath; that affiant is not interested in the subject matter of the aforesaid notice or publication; and that all allegations in the foregoing statement as to time, place and character of publication are true.

COPY OF NOTICE OR PUBLICATION



A. Blanchard
PG Publishing Company

Sworn to and subscribed before me this day of:
January 28, 2000.

Mary E. Wazonegger

Notarial Seal
Mary E. Wazonegger, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 18, 2000
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS
CSC NETWORKS
319 MARKET STREET
HARRISBURG PA 17101

To PG Publishing Company

Total _____ \$ 36.60

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office
34 Boulevard of the Allies
PITTSBURGH, PA 15222
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

Agency for

IN RE: CHARTER NOTICE
WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

Proof of Publication of Notice in Pittsburgh Legal Journal

UNDER ACT OF MAY 16, 1929, P.L. 1784, AS LAST AMENDED BY ACT 520, OF JULY 5, 1947

State of Pennsylvania }
County of Allegheny, } ss:

JULIE A. VODDE, a designated agent of the Publisher of the PITTSBURGH LEGAL JOURNAL, being duly sworn, deposes and says that the PITTSBURGH LEGAL JOURNAL is a legal newspaper which is published by The Allegheny County Bar Association at the offices at 400 Koppers Building, Pittsburgh, Allegheny County, Pennsylvania; and that the PITTSBURGH LEGAL JOURNAL was established as a weekly newspaper on April 23, 1853, and as a daily legal newspaper on January 4, 1926, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice or publication which is attached hereto is exactly the same as it was printed and published in the regular editions and issues of the said daily legal newspaper on the following dates, viz:
24th DAY OF JANUARY 2000

Affiant further deposes that she is an agent duly authorized by the publisher of said PITTSBURGH LEGAL JOURNAL, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Julie A. Vodde
Julie A. Vodde, Agent for the Publisher of the PITTSBURGH LEGAL JOURNAL

Sworn to and subscribed before me this

24th day of JANUARY (year) 2000

Margaret Ann Lewis

NOTARIAL SEAL
MARGARET ANN LEWIS, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov 18, 2000

Statement of Advertising Costs

CSC UNITED STATES CORP.
319 MARKET STREET
HARRISBURG PA 17101

To PITTSBURGH LEGAL JOURNAL

For Publishing the notice or advertisement attached hereto on the above stated dates	54.00
Probating same	1.00
Total	55.00

Copy of Notice or Publication

Notice is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, for a business corporation which has been incorporated under the provisions of the Business Corporation Law of 1906. The name of the corporation is WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

01407-INV# 0000734 Publisher's Receipt for Advertising Costs
The PITTSBURGH LEGAL JOURNAL hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Business Office—400 Koppers Building
Pittsburgh, PA. 15219
Established 1853—Phone 261-6255

PITTSBURGH LEGAL JOURNAL

FEB 24 2000

By

I hereby certify that the foregoing is the original Proof of Publication and Receipt for the Advertising costs in the subject matter of said notice.

Attorney for

Document Divider



WEST PENN ALLEGHENY HEALTH SYSTEM
Pittsburgh, Pennsylvania 15224

BYLAWS

Revised January 12, 2006

Previous Revisions:
May 12, 2005
August 14, 2003
December 12, 2002
February 9, 2001
August 9, 2000

BYLAWS
OF
WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the Corporation is West Penn Allegheny Health System, Inc.

Section 2. Office. The initial registered office of the Corporation is located at 4800 Friendship Avenue, Pittsburgh, Pennsylvania 15224. The Board of Directors may from time to time change the address of the registered office of the Corporation and shall amend the Articles of Incorporation of the Corporation or file the appropriate statement with the Department of State.

ARTICLE II

PURPOSE

Section 1. The purposes of the Corporation are:

(a) To support and manage a regional health care system (the "Health Care System"), comprised of affiliated corporations of which the Corporation or one of its affiliates is the sole member, each of which (i) operates, raises funds for, or conducts activities otherwise ancillary to the operation of, health care facilities in Western Pennsylvania in order to extend health care to sick, injured and disabled persons in Western Pennsylvania, without regard to age, sex, race, religion, national origin or sexual orientation, or (ii) carries on educational and/or scientific research activities related to the causes, diagnosis, treatment, prevention or control of physical or mental diseases and impairments of persons, and each of which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). All health care facilities operated by corporations of which the Corporation is the sole member or of which one of its affiliates is the sole member are collectively referred to herein as the "Constituent Hospitals", and the corporations of which the Corporation is the sole member or of which one of its affiliates is the sole member are referred to herein as the "Constituent Corporations". The term "Constituent Corporations" shall include all "Constituent Hospitals."

(b) To support, sponsor and carry on such educational and scientific activities as are a part of the Constituent Hospitals' and Constituent Corporations' charitable activities.

(c) To support and sponsor scientific research related to the care of the sick and injured that is a part of the Constituent Hospitals' and Constituent Corporations' charitable purposes.

(d) To support and sponsor activities designed and carried on to promote the general health of the Western Pennsylvania community.

(e) To maintain itself as a not-for-profit corporation organized exclusively for charitable, scientific and educational purposes, with activities conducted in such a manner that no part of its net earnings shall inure to the benefit of any member, Director, officer or other individual. Upon termination, dissolution or winding up, the assets remaining after payment of all liabilities shall be distributed to one or more organizations (i) which qualify for exemption under the provisions of Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code and is classified as a public charity pursuant to Section 509(a) of the Code and the Treasury Regulations promulgated thereunder, and (ii) contributions to which then are deductible under Sections 170(c)(2), 2055(a)(2) and 2522(a) of the Code, as selected by the Directors in their sole discretion, subject, however, to prior notice to the Attorney General of the Commonwealth of Pennsylvania (the "Attorney General"), approval by the Orphans' Court of the Commonwealth of Pennsylvania (the "Orphans' Court"), and compliance with all applicable law.

(f) To support, manage, promote, assist, approve and direct the activities and programs of the Constituent Hospitals and Constituent Corporations by providing central management and operational services, access to capital, centralized planning and such other functions that support the charitable missions of the Constituent Hospitals and Constituent Corporations.

(g) To exercise such powers in furtherance of the foregoing purposes as are now or may be granted hereafter by the Nonprofit Corporation law of the Commonwealth of Pennsylvania, as amended from time to time, or any successor legislation (the "PNCL").

ARTICLE III

MEMBERSHIP

Section 1. The Corporation shall have no members.

ARTICLE IV

THE BOARD OF DIRECTORS

Section 1. Powers. All corporate powers of the Corporation shall be vested in and exercised by and under the authority of the Board of Directors, which shall have full charge, control and management of the property, affairs and funds of the Corporation. The Board of Directors shall have full power to establish and direct the policies governing the business and

1/12/06

affairs of the Corporation. The Board of Directors shall generally coordinate the activities of the Corporation and the Constituent Corporations. The Board of Directors shall, among other things:

- (a) approve the strategic plans of the Corporation and the Constituent Corporations;
- (b) direct the managed care activities of the Corporation and the Constituent Corporations;
- (c) adopt and/or approve the capital budgets, operating budgets, operating plans and financial plans of the Corporation and the Constituent Corporations; and
- (d) exercise the powers vested in the Corporation in its capacity as member of each of the Constituent Corporations or as member of a Constituent Corporation which in turn is the sole member of another Constituent Corporation (subject to delegation of such power to the Executive Committee or the President and Chief Executive Officer of the Corporation to the extent permitted in these Bylaws) which shall include the power to (either directly or in its capacity as member of a Constituent Corporation which in turn is the sole member of another Constituent Corporation):
 - (1) Adopt and/or approve and interpret the statement of mission and philosophy of each of the Constituent Corporations, and require them to operate in conformance with the Constituent Corporations' respective statements of mission and philosophy;
 - (2) Adopt and/or approve amendments or restatements of the bylaws and Articles of Incorporation of the Constituent Corporations to the extent provided in, and subject to the limitations set forth in, the bylaws of the applicable Constituent Corporation;
 - (3) Fix the number of, and elect, appoint, fill vacancies in and remove, with or without cause, the Directors; and elect and remove, with or without cause, the Chair and Vice Chair of the Board of Directors of each of the Constituent Corporations, and the Secretary and Treasurer of each of the Constituent Corporations, subject to the limitations set forth in the bylaws of the applicable Constituent Corporation;
 - (4) Designate the administrative structure of each of the Constituent Corporations and, after consultation with the Board of Directors of the applicable Constituent Corporation, elect and remove, with or without cause, the President and Chief Executive Officer and all other officers of such Constituent Corporation, subject to the limitations set forth in the bylaws of the applicable Constituent Corporation;
 - (5) Cause or approve any merger, consolidation, division, conversion, or dissolution of any of the Constituent Corporations, or the filing of a petition in bankruptcy or execution of a deed of assignment for the benefit of creditors by any of the Constituent Corporations;

1/12/06

(6) Approve or cause any Constituent Corporation to engage in any acquisition or any sale, lease, exchange, mortgage, pledge or other alienation of any personal property of such Constituent Corporation having a value in excess of an amount to be fixed from time to time by the Board in its capacity as member or as member of a Constituent Corporation which is the sole member of another Constituent Corporation, or any real property of any Constituent Corporation;

(7) Adopt and/or approve any capital or operating budgets of the Constituent Corporations, and approve or direct any unbudgeted expenditure to be undertaken individually or collectively by the Constituent Corporations and any affiliated corporations controlled by the Constituent Corporations (other than unbudgeted expenditures which are required in order for the Constituent Corporations to be in compliance with applicable laws, rules and regulations, and state licensing and accreditation requirements), where the cumulative amount of such unbudgeted expenditures is in excess of an amount to be fixed from time to time by the Board in its capacity as member or as member of a Constituent Corporation which is the sole member of another Constituent Corporation;

(8) Adopt and/or approve any operating plan or financial plan with respect to each of the Constituent Corporations, and require each of the Constituent Corporations to comply with such operating or financial plan;

(9) Approve, and/or cause any of the Constituent Corporations to undertake or engage itself in respect of, any bond issuance or any other indebtedness for borrowed money of such Constituent Corporation, or any lending of funds by any Constituent Corporation to an unrelated person, corporation or other legal entity, including without limitation any capital leases (other than indebtedness to provide funds for expenditures necessary in order for the Constituent Corporation to be in compliance with applicable laws, rules and regulations, and state licensing and accreditation requirements, to the extent such funds are not otherwise reasonably available), representing obligations of any Constituent Corporation in excess of an amount per annum in the aggregate established from time to time by the Board in its capacity as member of such Constituent Corporation or as member of a Constituent Corporation which is the sole member of another Constituent Corporation;

(10) Establish and/or approve the criteria for, and conduct the evaluation of, the performance of the President and Chief Executive Officer and all vice presidents and officers of similar rank of each Constituent Corporation;

(11) Approve and/or cause the adoption by any of the Constituent Corporations of proposed settlements of litigation when such settlements exceed applicable insurance coverage or the amounts reserved in respect thereof of any applicable self-insurance fund;

(12) Approve and/or cause the adoption by any of the Constituent Corporations of any contracts between such Constituent Corporation and any

1/12/06

managed care organization (including without limitation any health maintenance organization or independent practice association) or insurance company;

(13) Approve and/or cause any corporate reorganization of any Constituent Corporation or the establishment or dissolution of any subsidiary organizations, including corporations, partnerships or other entities, of any of the Constituent Corporations;

(14) Adopt and/or approve the respective strategic plans of the Constituent Corporations; and

(15) Approve or direct the taking of any other action outside of ordinary course of business and such matters as are required to be submitted to corporate members of a Pennsylvania nonprofit corporation.

Section 2. Qualifications. Each Director of the Corporation shall be a natural person of at least eighteen years of age, of good moral character and who enjoys a good reputation in the community, and who, by his or her experience, community interest, or prior action, demonstrates a willingness to devote time and talent to the affairs of the Corporation and to exercise his or her judgment with undivided loyalty to the Corporation. From and after the time specified in Section 3 of this Article IV, at least four of the Directors shall be members of the Clinical Council described in Section 5 of Article VIII hereof, and from and after the Closing a majority of the Directors shall also serve as directors of Constituent Corporations and no more than ten percent of the Directors shall be full time employees of the Corporation or any Constituent Corporation. Each Director shall further satisfy the requirements set forth in Section 7 of this Article IV.

Section 3. Number, Election, and Term of Office. The initial Board of Directors shall be comprised of three members, who shall serve until the earlier of (1) the first anniversary of the date of the adoption of these Bylaws or (2) the Closing (as defined below), and in each case until his or her successor has been elected and qualified and subject to his or her earlier death, resignation or removal. From and after the date on which the bylaws or articles of incorporation of the operator of any health care facility is amended to provide that the Corporation shall be the sole voting member of such entity (the "Closing"), the Board of Directors shall be comprised of at least 10 but no more than 24 voting members, as determined by the Board of Directors from time to time, including (i) the President who shall be an ex officio voting member of the Board, (ii) each Chair of the Board of each Constituent Hospital, all of whom shall be ex officio voting members of the Board of the Corporation; and (iii) once a Clinical Council is appointed, at least four physicians who are also on the Clinical Council. Immediately upon the Closing, the Board of Directors of the Corporation shall be comprised of the members identified on Exhibit A hereto. In the event the Board of Directors elects to classify the Board of Directors into two or three classes in order to stagger their terms of office, then beginning at the annual meeting of the Board of Directors following the first anniversary of the Closing, (i) the Board of Directors shall at each annual meeting fix the number of Directors constituting the Board and elect the persons who shall replace the Directors whose terms of office are then expiring (except there shall be no such election in respect of any Director whose term is expiring but whose seat on the Board is being eliminated due to a reduction in the size of the Board), and (ii) each newly-elected Director (other than the *ex officio* Director) shall serve for a two year term if the Board has been classified

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into two classes, or a three year term if the Board has been classified into three classes, and until his or her successor shall have been elected and qualified, subject, however, to his or her earlier death, resignation, or removal. Each Director may be appointed for unlimited successive terms. Notwithstanding the foregoing, the provisions of these Bylaws constituting the President as an ex officio member of the Board shall only be operative from and after the first date on which the Board adopts a resolution pursuant to which such provisions are stated to become effective.

Section 4. Vacancies. Vacancies howsoever arising may be filled by vote of the Board of Directors, at any regular or special meeting of the Board of Directors. Directors elected pursuant to this Section shall serve for the unexpired portion of the term of the Director whose death, resignation or removal gave rise to the applicable vacancy, or, in case of vacancies attributable to an increase in the number of Directors in the first three years following the Closing, for a term determined by the Board of Directors at the time of appointment (such term to expire at the annual meeting of the Board of Directors following the first, second or third anniversary of the Closing (as applicable based on the term established for such Director at the time of his or her appointment)) and, in each case, until his or her successor shall have been elected and qualified, subject however, to such replacement Director's earlier death, resignation or removal.

Section 5. Resignation. (a) Any Director may resign at any time by giving written notice thereof to the Chair, the President or the Secretary of the Corporation. Any such resignation shall take effect on the date of receipt of such notice by one of the above-specified officers, or at such later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Subject to Article VI, Section 9, the Board of Directors may, in its discretion, remove and declare vacant the office of any Director who has failed, without good cause, to attend within a year at least 50% of the regular meetings of the Board or Standing Committees on which he or she serves; or who resigned or was removed as a Director of a Constituent Corporation; or who is deemed, in the sole judgment of the Board of Directors (x) to have violated the Director's fiduciary obligation to the Corporation, or (y) to have otherwise damaged the goodwill or reputation of the Corporation, or (z) to no longer satisfy the qualifications for a Director set forth and/or referred to in Section 2 of this Article IV.

Section 6. Compensation. No Director shall receive any compensation in his or her capacity as a Director. Directors who are also officers or employees of the Corporation may receive compensation in such capacity.

Section 7. Conflict of Interest. Directors shall exercise good faith in all transactions touching upon their duties as to the Corporation and its property. No Director shall use his or her position, or knowledge gained therefrom, in any way that might give rise to a conflict between the interest of the Corporation and that of the individual Director. The Board of Directors shall adopt a conflict of interest policy, and each Director and officer of the Corporation shall agree in writing to be bound thereby as a prerequisite to his or her qualification as a Director or officer, as the case may be.

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Section 8. Emeritus Directors. The Corporation may maintain an emeritus class of Directors to recognize the service of individuals previously serving on the Board and provide the Corporation with the benefit of continued access to the knowledge and expertise of such individuals. Emeritus directors shall be entitled to receive such information regarding the Corporation as deemed appropriate by the Board and as a courtesy may attend regularly scheduled Board meetings at the discretion of the Board. Emeritus directors may be appointed by the Board for indefinite terms, but may be removed at any time upon the majority vote of the members of the Board.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular and Annual Meetings. The Board of Directors shall hold regular meetings at such time and place as determined by the Board or the Chair; provided that the Board shall meet not less than four times per year. The Annual Meeting shall be set by the Board or Chair. Notice of each meeting shall be mailed, personally delivered or faxed to each Director at least five days prior to the meeting to the Director's address (or fax number as applicable) on the books of the Corporation. Voting by proxy shall not be permitted at any meeting.

Section 2. Special Meetings. Special meetings may be held at any time upon call of the Chair, or upon call by the President and Chief Executive Officer after the President and Chief Executive Officer has received a written request for such a meeting signed by at least three Directors.

Section 3. Quorum and Vote. A majority of the Directors then in office shall constitute a quorum at any regular meeting; provided that a quorum shall not be present at any meeting unless a majority of those Directors present are not members of the medical staff of any Constituent Hospital. Once a quorum is established, subsequent withdrawal of individuals to less than a quorum shall not affect the validity of any subsequent action taken at the meeting. Except as otherwise required by the PNCL, approval of any matter before the Board of Directors by a majority of the Directors present at the applicable meeting shall constitute approval of the applicable matter by the Board.

Section 4. Action by Directors Without a Meeting. Any action which may be taken at a meeting of the Board or any committee thereof may be taken without a meeting if consent in writing setting forth such action is signed by all of the Directors or members of the committee. Such consent shall be filed in the minutes of the proceedings of the Board or of the applicable committee.

Section 5. Conduct of Meetings. Meetings of the Board of Directors and Committees of the Board of Directors shall be conducted in accordance with such rules as may be established by the Board of Directors.

Section 6. Meeting By Conference Telephone. One or more Directors or members of a Committee established hereby or pursuant hereto may participate in a meeting of the Board of Directors or such Committee by means of conference telephone or similar communications

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equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 7. Waiver of Notice. Whenever any written notice is required to be given under the provisions of these bylaws or the PNCL, such notice need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers shall be a Chair, a President and Chief Executive Officer, one or more Vice Chairs, a Secretary, and a Treasurer, and such other officers as the Board of Directors shall determine to appoint. The President shall have authority to appoint one or more Vice Presidents or such other subordinate officers as the President may determine in his or her sole discretion. No officer other than the Chair and the Vice Chairs need be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. No full-time employee of the Corporation or the Constituent Corporations shall be eligible to serve as Chair or Vice Chair of the Corporation.

Section 2. Election and Term of Office; Vacancies. Subject to Section 3 of this Article VI, from and after the Closing, the Chair, President and Chief Executive Officer, Vice Chairs, Secretary, and Treasurer, and such other officers as the Board of Directors shall determine to appoint, shall be appointed by the Board of Directors at the first meeting of the Board of Directors following the Closing, and thereafter at each Annual Meeting of the Board of Directors each year, and the Vice Presidents and other subordinate officers, if any, shall be appointed by the President at such Annual Meeting. The initial officers shall be appointed by the initial Board of Directors. Each officer shall hold office for terms of one year (or such longer period as may be specified in these Bylaws) and until his or her successor is duly appointed, except to the extent provided to the contrary in any contract of employment between such officer and the Corporation which was approved by the Board of Directors, and subject to each such officer's earlier death, resignation, or removal. Vacancies howsoever arising in any office to be filled by the Board of Directors (including without limitation vacancies in newly established offices created by the Board of Directors) may be filled by vote of the Board of Directors, at any regular or special meeting of the Board of Directors, and vacancies howsoever arising in any office to be filled by the President may be appointed by the President at any time. Officers appointed to fill vacancies or otherwise appointed mid-year shall serve until the next annual meeting of the Board of Directors and the appointment of their successor, subject to each such officer's earlier death, resignation or removal. Nothing contained herein shall be construed as prejudicing any officer's rights with respect to compensation under any employment agreement with the Corporation.

Section 3. Chair. The initial Chair shall serve as such for a term ending on the fifth anniversary of the Closing and until his or her successor is duly appointed, subject to such

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officer's earlier death, resignation or removal (in which case the applicable vacancy shall be filled in accordance with Section 2 of this Article VI). The Chair shall preside at all meetings of the Board of Directors, and, at the annual meeting each year, shall present the annual report of the Corporation to the Board of Directors. The Chair shall have such authority, and shall perform all duties, customarily incident to the office of Chairperson of a Board of Directors, and such other authority and duties appropriate to such office as may be assigned by the Board of Directors.

Section 4. President and Chief Executive Officer. The President and Chief Executive Officer (sometimes referred to herein as the "President") shall be the chief executive officer of the Corporation. The President shall be a voting, *ex officio*, member of the Board and each committee of the Board with the exception of the Compensation Committee. The President shall have all authority and responsibility necessary to operate the Corporation in all its activities, subject only to the policies and oversight of the Board of Directors. The President shall also serve as the liaison between the Board and boards of the Constituent Corporations and perform such other duties as are customarily incident to the office, and such other authority and duties appropriate to such office as may be assigned by the Board of Directors. Without limiting the generality of the foregoing, the President is hereby authorized to exercise, on behalf of the Corporation in its capacity as sole member of Constituent Corporations, the following powers reserved to the Corporation pursuant to Article IV, Section 1 hereof: (i) approval, and/or causing the adoption by one or more of the Constituent Corporations, of any contracts between the applicable Constituent Corporation and any managed care organization (including without limitation any health maintenance organization or independent practice association) or insurance company; (ii) designation of the administrative structure of the Constituent Hospitals and/or Constituent Corporations and, in consultation with the boards of the Constituent Corporations, appointment and removal, with or without cause, of officers of the Constituent Corporations, provided, however, that no officer shall be removed by the President on behalf of the Corporation without 10 days prior notice of such removal from the President to the Board of Directors of the applicable Constituent Corporation, and (iii) such other actions as the Board of Directors shall authorize in a resolution of the Board of Directors.

Section 5. Vice Chairs. The Vice Chairs, in the order of their standing, shall perform the duties of the Chair when for any reason the Chair is unable to perform the same.

Section 6. Secretary. The Secretary shall keep and properly record the minutes of the proceedings of the Board of Directors and the Executive Committee; notify officers of their election and committee members of their appointment; give notice of all meetings of the Board of Directors and the Executive Committee; have custody of the corporate seal and of all books and papers pertaining to the office and shall perform all duties customarily incident to the office, and shall have such other authority and perform such other duties appropriate to such office as may be assigned by the Board of Directors.

Section 7. Treasurer. The Treasurer shall receive and have custody of all funds, money and income of the Corporation and not otherwise specifically provided for by the Board of Directors, and shall deposit same in such depository or depositories as the Board shall designate. The Treasurer shall perform all duties, customarily incident to the office, and such

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other authority and duties appropriate to such office as may be assigned by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice thereof to the Chair, the President or the Secretary of the Corporation. Any such resignation shall take effect on the date of receipt of such notice by one of the above-specified officers, or at such later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Removal. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors whenever in the judgment of the Board of Directors the best interests of the Corporation will be served thereby. Any vice-president or other subordinate officer appointed by the President may also be removed with or without cause by the President in his or her discretion. Nothing contained herein shall be construed as prejudicing any officer's rights with respect to compensation under any employment agreement with the Corporation.

ARTICLE VII

EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Section 1. Powers of the Executive Committee. The Board of Directors shall maintain an Executive Committee which shall have and may exercise the powers of the Board of Directors in the management of the business affairs of the Corporation (including exercise of the Corporation's powers in its capacity as member of Constituent Corporations), except that the Executive Committee shall not have authority with respect to any of the following matters:

- (a) Appointing, electing, or removing Directors of the Corporation; however, the Executive Committee shall act to nominate members to serve on the Boards of the Corporation and Constituent Corporations.
- (b) Adopting, amending or repealing the Articles of Incorporation or Bylaws of the Corporation;
- (c) Amending or repealing any resolution of the Board of Directors;
- (d) Approving any matters which pursuant to the Bylaws or resolution of the Board of Directors is reserved to another committee of the Board;
- (e) Adopting, approving, or interpreting the statement of mission and philosophy of any Constituent Corporation or any requirement that a Constituent Corporation operate in conformance with its statement of mission and philosophy;
- (f) Adopting or approving any amendments or restatement of the Bylaws or Articles of Incorporation of any Constituent Corporation;
- (g) Approving or causing any merger, consolidation, division, conversion, or dissolution of any Constituent Corporation, or the filing of a petition in bankruptcy or execution of a deed of assignment for the benefit of creditors of any Constituent

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Corporation, or the sale or other disposition of all or substantially all of the assets of any Constituent Corporation;

(h) Approving and/or causing any corporate reorganization of any of the Constituent Corporations or the establishment or dissolution of any subsidiary organizations, including corporations, partnerships or other entities, of the Constituent Corporations;

(i) Approving any bond issuance or incurrence of any other indebtedness for borrowed money of any of the Constituent Corporations, or any lending of funds by any of the Constituent Corporations to an unrelated person, corporation or other legal entity, including without limitation any capital leases; and

(j) Appointing, electing or removing any of the Directors of any Constituent Corporation, the Chair and Vice Chair of the Board of Directors of any Constituent Corporation, or the Secretary/Treasurer of any Constituent Corporation.

Section 2. Term. From and after its activation, the Executive Committee shall be comprised of the Chair, each Chair of the Board of each Constituent Hospital, and the President and Chief Executive Officer. Members of the Executive Committee shall serve until their respective successors have been appointed, subject to their earlier death, resignation or removal.

Section 3. Meetings. The Executive Committee may hold regular meetings as often as monthly, but shall not be required to do so. The Executive Committee shall meet at such an hour and place as may be agreed upon or be set by the Chair. The Chair may call special meetings of the Executive Committee at any time and place whenever the exigency of business shall require. A majority of the members of the Executive Committee then in office shall constitute a quorum at any meeting of the Executive Committee. Once a quorum has been established, subsequent withdrawal of Executive Committee members so as to reduce the number of members present to less than a quorum shall not affect the validity of any subsequent action taken at the meeting. The affirmative vote of a majority of all of the members of the Executive Committee then in office shall be required to constitute approval of any matter before the Executive Committee, regardless of whether such members are present at the applicable meeting.

Section 4. Rules and Regulations. The Executive Committee shall adopt such rules and regulations as may be deemed proper for its own guidance in the conduct of the affairs of the Corporation, subject to change at any time by the Board of Directors.

Section 5. Recordkeeping. Full and accurate minutes of all transactions of the Executive Committee shall be entered in a book kept for such purpose.

ARTICLE VIII

OTHER STANDING COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. Designation of Standing Committees. From and after the Closing, or such later date as the Board of Directors shall determine, the Board of Directors shall maintain the

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following other standing committees: Finance and Operating, Audit and Compliance, Strategic Planning, Investment, Clinical Council, and Compensation. The Audit and Compliance Committee, the Clinical Council and the Compensation Committee shall have the composition described in Sections 3, 6, and 7 of this Article VIII respectively. Each other committee shall be comprised of three or more members of the Board of Directors (the precise number to be established by the Board of Directors) and may include such other interested individuals as may be determined appropriate by the Board of Directors, who shall be appointed by the Board of Directors, provided, that (i) from and after the appointment of the first Clinical Council, the Finance and Operating, Audit and Compliance, Strategic Planning, and Investment Committees shall include at least two individuals nominated by the Clinical Council and selected by the Board, and (ii) the Compensation Committee shall have no physician members, employees of the Corporation or any other person deemed to be an "insider" under guidelines promulgated or issued by the Internal Revenue Service who is compensated in his or her capacity as such. Members of standing committees shall serve for one year terms and until their respective successors have been appointed, subject to their earlier death, resignation or removal.

Section 2. Finance and Operating Committee. For each of the Corporation and each of the Constituent Hospitals and/or Constituent Corporations, this Committee shall review and recommend to the Board of Directors the annual operating and capital plan, such operating plan to include, but not be limited to, initiatives related to the quality of patient care, patient satisfaction, and financial performance. This Committee shall meet at least quarterly to review the status of the operating plan of the Corporation and the Constituent Corporations, and to review and recommend approval or disapproval of any proposed changes to the operating plan by the Corporation or any Constituent Corporation as may be determined by the Board from time to time.

Section 3. Audit and Compliance Committee. For the Corporation and each of the Constituent Corporations, this Committee shall oversee the compliance program for the Health Care System, the accounting and financial reporting process, the systems of internal accounting and financial controls, the internal audit function, and the independent audit of financial statements for the Corporation and each Constituent Corporation, including the selection and evaluation of the external auditors. At the close of each year, this Committee shall render or cause to be rendered an audit report to the Corporation at its annual meeting, and shall have such other responsibilities and authority as designated by the Board. This Committee shall be comprised of three to five members who have no relationship to the Corporation or its Constituent Corporations or Constituent Hospitals that would, in the judgment of the Board, interfere with the exercise of their independent judgment. No member of this Committee shall have had an employment relationship within the two prior years with the independent audit firm engaged by the Corporation to perform the annual audit. All Committee members shall have a working knowledge of financial or audit matters.

Section 4. Strategic Planning Committee. This Committee shall prepare long range plans for the Corporation and each of the Constituent Hospitals and Constituent Corporations with the goal of constantly improving services, facilities and programs. These plans shall be periodically reviewed and revised by the Committee, and shall be subject to approval by the Board of Directors.

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Section 5. Investment Committee. This Committee shall supervise the investment and safekeeping of all funds belonging to the Corporation and the Constituent Corporations or held by them in trust. Securities owned by this Corporation and the Constituent Corporations shall be purchased or sold and transferred when authorized either by the Board of Directors, by the Executive Committee, or by this Committee.

Section 6. Clinical Council. This Committee shall provide opportunities for physician participation in the governance affairs of the Corporation. This Committee shall be comprised of six physicians from Allegheny General Hospital, six physicians from The Western Pennsylvania Hospital, and three physicians from each of Allegheny General Hospital, Suburban Campus, Alle-Kiski Medical Center, Forbes Regional Hospital, and Canonsburg General Hospital, each of whom shall be elected by the Board of Directors, and each of whom shall serve for a term of one year and until his or her successor shall be elected and qualified, subject, however, to his or her earlier death, resignation, or removal. In the event of any vacancies on the Board of Directors or on any Committees in a slot previously filled by a Clinical Council member; the Clinical Council shall provide to the Board of Directors two nominations from among the members of the Clinical Council as candidates to fill the applicable vacancy. This Committee shall have such additional responsibility and authority as may be delegated to it by the Board of Directors.

Section 7. Compensation Committee. This Committee shall determine the compensation of officers, senior management, and physicians of the Corporation and Constituent Corporations, and shall provide information regarding the Committee's determination to any Director upon his or her request. This Committee shall be comprised of the Chair of the Board of Directors and each Chair of the Board of Directors of each Constituent Hospital. This Committee shall have no physician members, employees of the Corporation or any other person deemed to be an "insider" under guidelines promulgated or issued by the Internal Revenue Service who is compensated in his or her capacity as such.

Section 8. Quorum. A majority of the members of a committee then in office or four committee members, whichever is less, shall constitute a quorum for the transaction of business. Once a quorum has been established, subsequent withdrawal of committee members so as to reduce the number of members present to less than a quorum shall not affect the validity of any subsequent action taken at the meeting.

Section 9. Other Standing or Special Committees. Other standing or special committees may be created by the Board of Directors as it may deem necessary, and shall be appointed by the Board of Directors.

Section 10. Meetings. The several standing committees shall function under the direction of the Board of Directors and the Executive Committee and except to the extent required to meet more frequently pursuant hereto shall meet as often as necessary to transact their business and shall make such reports as they may deem necessary or which may be specifically required of them. Except as otherwise provided with respect to the Executive Committee in Article VII, Section 3 hereof, the affirmative vote of a majority of the members of any Committee present shall be required to constitute approval of any matter before such Committee.

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Section 11. Resignation. Any Committee member may resign at any time by giving written notice thereof to the Chair, the President or the Secretary of the Corporation. Any such resignation shall take effect on the date of receipt of such notice by one of the above-specified officers, or at such later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 12. Removal. Any Committee member may be removed, with or without cause, by the Board of Directors whenever in the judgment of the Board of Directors the best interests of the Corporation will be served thereby.

Section 13. Vacancies. Vacancies in any Committee howsoever arising may be filled by vote of the Board of Directors at any regular or special meeting of the full Board. Committee members appointed pursuant to this Section shall serve for the unexpired portion of the term of the Committee member whose death, resignation or removal gave rise to the applicable vacancy, and until his or her successor shall have been elected and qualified, subject however, to such replacement Committee member's earlier death, resignation or removal.

ARTICLE IX

FISCAL YEAR AND ANNUAL REPORT

Section 1. Fiscal Year. The Fiscal Year of the Corporation shall begin on the first day of July each year and end on the thirtieth day of June of the succeeding year.

Section 2. Annual Report. As soon as may be convenient following the close of the Fiscal Year, the Board of Directors may cause to be published for general distribution an Annual Report containing such information regarding the work and affairs of the Corporation and its affiliates for the preceding Fiscal Year as in their discretion may be deemed advisable.

ARTICLE X

AUXILIARY ORGANIZATIONS

Section 1. The Board may provide for the establishment of auxiliary organizations. The bylaws of these organizations shall be subject to approval by the Board of Directors.

ARTICLE XI

SEAL

Section 1. The Seal of the Corporation shall be selected by the Board and an impression of the same shall be made in the minute book immediately following the entry of this Article.

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ARTICLE XII

LIABILITY OF DIRECTORS

Section 1. Standard of Care and Fiduciary Duty. Each Director shall stand in a fiduciary relation to this Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of this Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, each Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (a) one or more officers or employees of this Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
- (b) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such persons; and
- (c) a committee of the Board of this Corporation upon which the Director does not serve, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 2. Preservation of Rights. Any repeal or modification of this Article by the Board shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Director or former Director may be entitled under this Article. The rights conferred by this Article shall continue as to any person who has ceased to be a Director of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of such person.

ARTICLE XIII

INDEMNIFICATION

Section 1. Mandatory Indemnification of Directors and Officers. The Corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each Director and officer (including each former Director or officer) of the Corporation who was or is or is threatened to be made a party to or a witness in any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Director or officer is or was an authorized representative of the Corporation, or is or was serving at the written request of the Corporation as a representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against all

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expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Director or officer in connection with such action, suit or proceeding if such Director or officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Mandatory Advancement of Expenses to Directors and Officers. The Corporation shall pay expenses (including attorneys' fees) incurred by a Director or officer of the Corporation referred to in Section 1 of this Article XIII in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 1 of this Article XIII in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such Director or officer shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such Director or officer to repay all amounts advanced if it shall ultimately be determined that the Director or officer is not entitled to be indemnified by the Corporation as provided in Section 4 of this Article XIII.

Section 3. Permissive Indemnification and Advancement of Expenses. The Corporation may, as determined by the Board of Directors from time to time, indemnify, in full or in part, to the fullest extent now or hereafter permitted by law, any person who was or is or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Corporation or is or was serving at the request of the Corporation as a representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, both as to action in his official capacity and as to action in another capacity while holding such office or position, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in conjunction with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The Corporation may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of such person's participation in an action, suit or proceeding referred to in this Section 3 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as provided in Section 4 of this Article XIII.

Section 4. Scope of Indemnification. Indemnification under this article shall not be made by the Corporation in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by Chapter 57, Subchapter D of the PNCL or any successor statute as in effect at the time of such alleged action or failure to take action.

Section 5. Miscellaneous. Each Director and officer of the Corporation shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of

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expenses provided by this Article 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, vote of members (if any), disinterested Directors, 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 Corporation and shall inure to the benefit of the heirs, executors and administrators of such person. Any repeal or modification of this Article by the members (if any) or the Board of Directors of the Corporation shall not adversely affect any right or protection existing at the time of such appeal or modification to which any person may be entitled under this Article.

Section 6. Definition of Authorized Representative. For the purposes of this Article, the term, "authorized representative" shall mean a director, officer (including a former director of officer), or employee of the Corporation or of any corporation controlled by the Corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Corporation or by any corporation controlled by the Corporation, or person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the written request of the Corporation. The term "authorized representative" shall not include money managers or investment advisors (or any employees thereof) hired by the Corporation, and shall not include (i) agents of the Corporation unless indemnification thereof is expressly approved by the Board of Directors, or (ii) any Medical Staff appointee serving in his or her teaching or clinical capacity.

Section 7. Funding to Meet Indemnification Obligations. The Board of Directors shall have the power to borrow money on behalf of the Corporation, including the power to pledge the assets of the Corporation, from time to time to discharge the Corporation's obligations with respect to indemnification, the advancement and reimbursement of expenses, and the purchase and maintenance of insurance for the benefit of the Corporation and any person indemnified pursuant hereto. The Corporation may, in lieu of or in addition to the purchase and maintenance of insurance, establish and maintain a fund of any nature or otherwise secure or insure in any manner its indemnification obligations, whether arising pursuant to this Article or otherwise.

ARTICLE XIV

REVIEW & AMENDMENTS

These Bylaws shall be reviewed at least annually. These Bylaws and the Articles of Incorporation may be amended or repealed and new Bylaws and new Articles of Incorporation adopted at any regular meeting of the Board of Directors of the Corporation or at any special meeting called for that purpose, provided that notice of any such proposed amendment, repeal or adoption of Bylaws or Articles of Incorporation shall have been given to the Board at least twenty days prior to such regular or special meeting and that a copy of the proposed amendment or new Bylaws or new Articles of Incorporation shall have been mailed to each member of the Board of Directors with the notice of the meeting, and provided, further, that prior notice of any proposed amendments with respect to the following provisions of these Bylaws or the Articles of Incorporation of the Corporation shall have been given to the Attorney General and the prior

1/12/06

approval of the Orphans' Court shall have been obtained: (i) provisions setting forth the purposes of the Corporation; (ii) any provisions setting forth the powers vested exclusively in the Corporation in its capacity as member of the Constituent Corporations; (iii) provisions describing the manner in which the assets of the Corporation are to be distributed upon termination, dissolution or winding up; and (iv) provisions requiring notice to the Attorney General or approval of the Orphans' Court prior to the taking of certain action by the Corporation. Amendments for technical, grammatical or spelling errors may be changed at any meeting of the Board without the notice provisions required above and shall be effective immediately.

ARTICLE XV

SUBVENTIONS

The Corporation shall be authorized by resolution of the Board of Directors to accept subventions from nonmembers on terms and conditions not inconsistent with PNCL § 5542, and to issue certificates therefor. The resolution of the Board of Directors may provide that the holders of subvention certificates shall be entitled to a fixed or contingent periodic payment out of the corporate assets equal to a percentage of the original amount or value of the subvention. The rights of holders of subvention certificates shall at all times be subordinate to the rights of creditors of the Corporation.

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**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224**

Date: **JAN 18 2000**

West Penn Allegheny Health System, Inc.
c/o Jerry D. Fedele
10145 Woodbury Drive
Wexford, PA 15090

Employer Identification Number:
25-1848306
Issuing Specialist:
Steva Jankowitz-ID No. 50-03610
Toll Free Customer Service Number:
877-829-5500
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(3)
Form 990 Required:
Yes

Dear Applicant:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) indicated above.

Please notify the Ohio Tax Exempt and Government Entities (TE/GE) Customer Service office if there is any change in your name, address, sources of support, purposes, or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to the Ohio TE/GE Customer Service office. The mailing address for that office is: Internal Revenue Service, TE/GE Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

You are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act.

If you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958 of the Code. In this letter we are not determining whether any of your present or proposed arrangements would be considered an excess benefit transaction resulting in tax under section 4958. Additionally, you are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as indicated above, donors (other than private foundations) may not rely on the classification indicated above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you

West Penn Allegheny Health System, Inc.

would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification indicated above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more. For further details regarding these substantiation and disclosure requirements, see the enclosed copy of Publication 1771. For additional guidance in this area, see Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events, which is available at many IRS offices or by calling 1-800-TAX-FORM (1-800-829-3676).

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If "Yes" is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it. Form 990 should be filed with the Ogden Service Center, Ogden, UT 84201-0027.

The law requires you to make your annual return available for public inspection without charge and to provide copies upon request for three years after the due date of the return. You are also required to make available for public inspection and to provide copies of your exemption application, any supporting documents, and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the

West Penn Allegheny Health System, Inc.

Internet (World Wide Web). You may be liable for a penalty of \$20 for each day you do not make these documents available for public inspection or provide requested copies (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Please use the employer identification number indicated in the heading of this letter on all returns you file and in all correspondence with the Internal Revenue Service. Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records. If you have any questions about this letter, or about filing requirements, excise, employment, or other federal taxes, please contact the Ohio TE/GE Customer Service office at 877-829-5500 (a toll free number) or correspond with that office using the address indicated above.

Sincerely,

Marvin Friedlander

Marvin Friedlander
Manager, Exempt Organizations
Technical Group 1

Enclosure:
Pub. 1771

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MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001529123-03

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN

COMPANIES AFFORDING COVERAGE

050364-GL-Ex-08-07 GL F&SA WPAF

- COMPANY A COMMUNITY HEALTH ALLIANCE RECIPROCAL RRG
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

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

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CHA-HPL-006-0106	01/01/06	01/01/07	GENERAL AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/DP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
						COMBINED SINGLE LIMIT
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	ANY AUTO					
	EXCESS LIABILITY					
	UMBRELLA FORM					
	OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

National City Commercial Capital Corporation is included as Additional Insured with respect to the Financing and Security agreement dated December 22, 2006 between Allegheny County Hospital Development Authority, West Penn Allegheny Foundation, LLC and National City Commercial Capital Corporation

CERTIFICATE HOLDER

NATIONAL CITY COMMERCIAL
CAPITAL CORPORATION
995 DALTON AVENUE
CINCINNATI, OH 45203

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Edward F. Precourt

MM1(3/02)

VALID AS OF: 12/22/06

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National City.

MUNICIPAL FINANCE

December 5, 2006

Mr. Thomas S. Albanesi, Jr.
CPA, FHFMA
Vice President, Corporate Finance
West Penn Allegheny Health System
Two Allegheny Center, Suite 1100
Pittsburgh, PA 15212

RE: Hospital Beds Financing Commitment

Dear Mr. Albanesi:

National City Municipal Finance (herein called "Lender"), for itself, its successors, and assigns, is pleased to submit this commitment for financing to West Penn Allegheny Foundation, LLC in conjunction with Allegheny County Hospital Development Authority as the tax-exempt conduit for the financing of Hospital Beds and related equipment. Our commitment is as follows:

BORROWER:	West Penn Allegheny Foundation, LLC
CONDUIT:	Allegheny County Hospital Development Authority
LENDER:	National City Municipal Finance, a division of National City Commercial Capital Corporation
TYPE OF FINANCING:	This financing will be in the form of a loan between National City Commercial Capital Corporation, West Penn Allegheny Foundation, LLC and the Allegheny County Hospital Development Authority.
BANK QUALIFICATION:	This proposal assumes that the borrower will be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the borrower will not designate this issue as a bank qualified tax-exempt obligation per the tax act of 1986.

National City Commercial Capital Corporation

UPE-0009521

USE OF FUNDS: Hospital Beds and related equipment

COST: Not to exceed \$5,000,000

TERM: 10 years

PAYMENT MODE/FREQUENCY: Monthly payments in arrears
See attached "Exhibit A" for payment structure
Payment structure is designed to allow for sub-lease to Allegheny General Hospital to be deemed FASB 13 compliant and minimize the residual at 84 months.

LEASE COMMENCEMENT DATE: Not later than December 22, 2006

FIRST PAYMENT DUE DATE: January 15, 2007

INTEREST RATE: 5.25%

VENDOR PAYMENT: Lender shall pay the equipment vendor(s) upon execution of the documentation and receipt of a delivery and acceptance certificate by Borrower.

INSURANCE: The Borrower shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus \$1 million combined single limit property damage and bodily injury insurance covering the property. National City Municipal Finance shall be named as loss payee and additional insured on such coverage.

AUTHORIZED SIGNORS: The Borrower's governing board shall provide National City Municipal Finance with its resolution or ordinance authorizing a financing of this nature and shall designate the individual(s) to execute all necessary documents used therein.

PRIOR REDEMPTION: The loan shall be prepayable in whole during the term subject to the following premiums above the principal balance: Year 1, 5%; Year 2, 4%; Year 3, 3%; Year 4, 2%; Years 5 through 10, 1%.

TAX OPINION: The Borrower's counsel shall furnish National City Municipal Finance with a tax opinion covering this

transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lender.

SECURITY:

The loan shall be secured by a first priority lien on the equipment and an assignment of the lease between West Penn Allegheny Foundation, LLC and Allegheny General Hospital. Said lease shall contain restocking fee language acceptable to Borrower to reduce residual risk exposure.

DOCUMENTATION:

Borrower's counsel shall prepare all documentation at Borrower's expense. Final documentation will be subject to approval of all parties. National City shall reimburse borrower for legal costs associated with closing this transaction up to \$15,000. Any reimbursement shall be invoiced to National City prior to closing.

PROPOSAL EXPIRATION:

This proposal will automatically expire at the end of business on December 15, 2006 unless accepted in writing by Borrower or extended in writing by Lender. All documents must be fully executed and to the satisfaction of Lender and the transaction funded prior to December 22, 2006. After December 22, 2006, Lender reserves the right to adjust the interest rate to market conditions.

I trust that you will find the contents of this commitment to your satisfaction. If you should have any questions or if we may be of any assistance, please do not hesitate to contact Jeff Cholley at (614) 463-6573.

Sincerely,
National City Municipal Finance

Dan Wong
Senior Vice President

ACCEPTED BY: West Penn Allegheny Foundation, LLC

By:

Title:

West Penn Allegheny Health System
November 28, 2006
Page 4 of 3

Date:

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**WEST PENN ALLEGHENY
HEALTH SYSTEM**

EAST COMMONS PROFESSIONAL BUILDING
FOUR ALLEGHENY CENTER, SUITE 900
PITTSBURGH, PA 15212
412-359-3131

December 22, 2006

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

Allegheny County Hospital Development Authority
425 Sixth Avenue, Suite 800
Pittsburgh, PA 15219

Cohen & Grigsby, P.C.
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222

Re: The Allegheny County Hospital Development Authority \$4,949,555.66
Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation,
LLC Project)

Ladies and Gentlemen:

I am General Counsel to West Penn Allegheny Foundation, LLC and to the West Penn Allegheny Health System, Inc. and have served in this capacity in connection with the issuance by the Allegheny County Hospital Development Authority of its \$4,949,555.66 Health Facilities Revenue Note, Series A of 2006 for the benefit of the Borrower (the "Transaction").

Capitalized terms used but not defined herein have the meanings set given to them in the Financing and Security Agreement dated as of December 22, 2006 by and among West Penn Allegheny Foundation, LLC, National City Commercial Capital Corporation, and the Allegheny County Hospital Development Authority.

In connection with this Transaction, I have reviewed the Financing and Security Agreement, the Note, the Arbitrage and Tax Certificate, the Assignment of Leases and Rents (collectively, the "Transaction Documents"), and such other documents, records, and certificates as deemed relevant and necessary in rendering this opinion. As to the corporate status of the

December 22, 2006

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Borrower and WPAHS, I have relied on telephonic confirmation on December 21, 2006 from the State Corporation Bureau, assuming no change since the date thereof. As to federal tax status of WPAHS, I have relied on the determination letters provided by the Internal Revenue Service ("IRS") and examination of IRS Publication 78.

In my review, I have assumed the genuineness of all signatures (other than those on behalf of the Borrower or WPAHS) and the authenticity of all documents submitted as originals and the conformity with the original documents of all documents submitted as certified, photo static or conformed copies. I have assumed, with respect to all documents executed by parties other than Borrower or WPAHS, (a) that such other parties had the requisite power, authority and capacity to enter into and perform all obligations thereunder, and (b) the due authorization by all requisite action of the execution and delivery thereof. I have assumed the capacity of all individuals.

Based upon the foregoing documents and assumptions and subject to the qualifications set forth below, it is my opinion that:

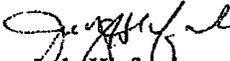
1. The Borrower is a limited liability company validly organized and subsisting under the laws of the Commonwealth of Pennsylvania, whose sole member is WPAHS.
2. The Borrower has the requisite authority to execute and perform Borrower's obligations under the Transaction Documents to which it is a party.
3. The Transaction Documents have each been duly authorized by Borrower and properly and delivered by a duly authorized representative of Borrower and each of the Transaction Documents to which the Borrower is a party is a valid and binding obligation and agreement of the Borrower enforceable in accordance with its terms.
4. The execution and delivery by the Borrower of the Transaction Documents to which it is a party, and the performance by the Borrower of its obligations under the Transaction Documents to which it is a party do not constitute a violation by the Borrower of its Certificate of Organization or its Operating Agreement.
5. WPAHS is a nonprofit corporation validly organized and subsisting under the laws of the Commonwealth of Pennsylvania.
6. WPAHS is recognized by the IRS as a public charity under Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. Section 501(c)(3).

The opinions set forth herein are subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other laws affecting the rights and remedies of creditors generally, and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity), and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy.

December 22, 2006
Page 3

I have assumed that the Transaction Documents accurately describe, and contain, the mutual understanding of the parties thereto and that there are no oral or written statements or agreements that alter, modify or vary, or that purport to alter, modify or vary, any of the terms of the Transaction Documents.

Sincerely,



Judy Hlafcsak

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ATTORNEYS AT LAW SINCE 1895

December 22, 2006

West Penn Allegheny Foundation, LLC	Allegheny County Hospital Development Authority
Allegheny General Hospital	425 Sixth Avenue
320 East North Avenue	Suite 800
16 th Floor	Pittsburgh, PA 15219
Pittsburgh, PA 15212	

Re: \$4,949,555.66 Allegheny County Hospital Development Authority Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation, LLC Project)

Ladies and Gentlemen:

We have acted as Counsel to the Allegheny County Hospital Development Authority (the "Authority") in connection with the issuance by the Authority of the above-referenced note (the "Note") pursuant to a Financing and Security Agreement dated December 22, 2006 (the "Agreement"), by and among the Authority, West Penn Allegheny Foundation, LLC ("West Penn") and National City Commercial Capital Corporation ("National City").

In that capacity, we have examined a copy of the Agreement; the Note; the Resolution of the Authority adopted on November 14, 2006 authorizing the issuance of the Note (the "Resolution"); the Tax Regulatory Agreement and No-Arbitrage Certificate dated as of December 22, 2006 between the Authority and West Penn (the "Tax Agreement"); the Assignment of Financing and Security Agreement, made the 22nd of December, 2006 between the Authority and National City (the "Assignment") and such constitutional and statutory provisions and such other certificates, instruments and documents as we have deemed necessary or appropriate in order to enable us to render an opinion as to the matters set forth herein.

Pittsburgh
Philadelphia
Princeton
Wheeling

As to questions of fact material to our opinion, we have relied solely upon representations of the Authority contained in the Agreement and the Tax Agreement and in the certified proceedings and other certifications furnished to us, as indicated below, without undertaking to verify the same by independent investigation. The opinion rendered in Paragraph 5 hereof is based solely upon the certification of the Authority of even date herewith. We have also relied upon the genuineness, authenticity, truthfulness and completeness of all documents, certificates, records and other instruments examined.

Thorp Reed & Armstrong LLP
One Oxford Centre
301 Grant Street 14th Floor
Pittsburgh PA 15219-1425
412 394 7711
412 394 2555 Fax

Whenever a statement in this opinion is qualified by "to our knowledge," it is intended to indicate that during the course of our representation of the Authority, no



information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have rendered legal services in connection with the representation described in the introductory paragraph of this opinion letter. However, except as otherwise expressly indicated, we have not undertaken any independent investigation to determine the accuracy of such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation; no inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the Authority.

In rendering the opinions herein, we have assumed (other than with respect to the Authority) that (i) each party to the Agreement, the Assignment and the Tax Agreement is validly existing under the laws of the jurisdiction governing its organization or formation, has duly authorized, executed and delivered each of such documents, and had the power and authority to do so and to perform its obligations under each; (ii) all persons acting on behalf of parties to the Agreement, the Assignment and Tax Agreement or signing such on behalf of each party thereto had the authority to do so; and (iii) the Agreement, the Assignment and the Tax Agreement constitute the legal, valid and binding obligation of each party thereto, enforceable against such parties in accordance with their respective terms.

Based upon the foregoing, we are of the opinion, under existing law as of the date hereof, that:

1. the Authority has been duly organized and is validly existing under the provisions of the Municipality Authorities Act (the "Act"), pursuant to which the Authority has full legal right, power and authority to enter into the Agreement, the Assignment and the Tax Agreement, and to issue the Note pursuant to the Agreement;
2. the Authority has duly authorized, executed and delivered the Agreement, the Note, the Assignment and the Tax Agreement, and each constitutes the legal, valid and binding agreement of the Authority, enforceable in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and except that the availability of the remedies of specific performance and injunction may be subject to the discretion of a court of equity;
3. no litigation or other proceeding is pending or, to our knowledge, threatened in writing in any court, agency or other administrative body (either state or federal) restraining or enjoining the issuance, sale or delivery of the Note, or in any way questioning or affecting (i) the proceedings under which the Note has been issued or will be placed with National City, (ii) the validity of any provisions of the Note, the Resolution, the Agreement, the Assignment or the Tax Agreement, (iii) the pledges by the Authority effected under the Agreement, and (iv) the legal existence of the Authority or the title of its officers to their respective offices;



Allegheny County Hospital Development Authority
West Penn Allegheny Foundation, LLC
December 22, 2006
Page 3

4. to the best of our knowledge, there is no litigation or other proceeding pending or threatened in writing in any court, agency or other administrative body (either state or federal) which would have a material adverse effect on the transactions contemplated by the Resolution, the Agreement, the Assignment and the Tax Agreement; and

5. the execution, delivery and receipt of the Agreement, the Note, the Assignment and the Tax Agreement under the circumstances contemplated by the Agreement, the Note, the Assignment and the Tax Agreement, and compliance with the provisions of each, will not conflict with or constitute on the part of the Authority a breach of, or a default under, any court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease or other instrument, of which we have knowledge, to which the Authority is subject or by which it is bound.

The opinions expressed herein are confined to the laws of the Commonwealth of Pennsylvania and the United States of America and we express no opinion as to the laws of any other jurisdiction. This opinion letter is furnished solely for your benefit and may not be relied upon by any other person or entity. This opinion letter is rendered as of the date hereof and we have no obligation to advise you of changes of law or fact that may occur after the date hereof.

Sincerely,

Thorp Reed & Armstrong, LLP

THORP REED & ARMSTRONG, LLP

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December 22, 2006

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

RE: \$4,949,555.60 Allegheny County Hospital Development Authority
Health Facilities Revenue Note, Series A of 2006
(West Penn Allegheny Foundation, LLC Project)

Ladies and Gentlemen:

We have acted as note counsel in connection with the issuance and sale by the Allegheny County Hospital Development Authority (the "Authority") of \$4,949,555.60 principal amount of its Health Facilities Revenue Note, Series A of 2006 (West Penn Allegheny Foundation Project) (the "Note") pursuant to the Financing and Security Agreement dated as of December 22, 2006 (the "Agreement") by and among the Authority, West Penn Allegheny Foundation ("WPAF") and National City Commercial Capital Corporation, as Lender (the "Lender")

We have examined (i) an executed copy of the Agreement, (ii) the form of Note and (iii) such constitutional and statutory provisions and such other resolutions, certificates, instruments and documents as we have deemed necessary or appropriate in order to enable us to render an informed opinion as to matters set forth herein

In rendering this opinion we have assumed the genuineness of all signatures on all documents and certificates that we examined, the legal capacity and authority of all persons executing such documents, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as copies and the authenticity of the originals of said copies. As to questions of fact material to our opinion, we have relied upon the representations of the Authority and the WPAF contained in the Agreement and in certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Note and we express no opinion herein relating thereto.

Based upon the foregoing, it is our opinion, under existing law and as of the date hereof, that:

1. The Authority is a body corporate and politic organized and existing under the Act of the General Assembly of the Commonwealth approved June 19, 2001, P.L. 22 (53 P.C.S. CL. 56), known as the Municipality Authorities Act, as amended (the "Act"), of the Commonwealth of Pennsylvania and has the power to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement have been duly authorized, executed and delivered by the Authority and constitute the valid and binding obligations of the Authority enforceable against it in accordance with their respective terms.
3. The Note has been duly and validly authorized, executed, issued and delivered by the Authority and constitutes the valid and binding limited obligation of the Authority enforceable against it in accordance with their terms, payable from the sources provided therefor in the Agreement.

Pittsburgh Office 11 Stanwix Street, 15th Floor · Pittsburgh, PA 15222-1319
Telephone 412.297.4900 · Fax 412.209.0672 · www.cohenlaw.com

UPE-0009531

cohen&grigsby

December 22, 2006

Page 2

4. All right, title and interest of the Authority in and to the Note and installment payments due under the Agreement (except for the fees and expenses payable to the Authority and the Authority's right to indemnification) have been duly assigned to the Lender.

5. The Note is exempt from personal property taxes in Pennsylvania and the interest on the Note is exempt from Pennsylvania personal income tax and Pennsylvania corporate net income tax.

6. The interest on the Note is excluded from the gross income of the holders of the Note for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining "adjusted current earnings." For the purpose of rendering the opinion set forth in this paragraph, we have assumed compliance by the Authority and the WPAF with requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Note in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the WPAF have covenanted to comply with such requirements. Failure to comply with certain of such requirements may cause the interest on the Note to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Note. We express no opinion regarding other federal tax consequences arising with respect to the Note.

It is to be understood that the rights of the owners of the Note and the enforceability of the Note and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted affecting creditors' rights generally to the extent constitutionally applicable and by the application of general equitable principles and the exercise of judicial discretion in appropriate cases (whether such enforcement is sought in proceedings in equity or at law)

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Cohen & Grigsby, P.C.
COHEN & GRIGSBY, P.C.

PSH/CRB/CJR

UPE-0009532

D

West Penn Allegheny Health System
 Banc of America Public Capital Corp
 Amortization 12/29/2006 for
 EC145 Serial Numbers 9096, 9099, 9114, & 9115

Date	Debt Service Number	Debt Service	Interest	Principal Retired	Rolling 12 Months	Remaining Balance ⁽¹⁾
		\$	\$	\$	\$	\$
12/29/2006	0					24,000,000.00
1/29/2007	1	116,989.42	96,430.23	20,559.18	639,622.28	23,979,440.82
2/29/2007	2	112,404.43	91,767.36	20,637.06	702,374.61	23,958,803.76
3/29/2007	3	112,404.43	91,689.17	20,715.26	765,367.84	23,938,088.51
4/29/2007	4	132,515.44	91,610.70	40,904.73	808,491.91	23,897,183.78
5/29/2007	5	132,515.44	91,454.75	41,060.68	851,781.58	23,856,123.10
6/29/2007	6	132,515.44	91,298.22	41,217.21	895,237.49	23,814,905.89
7/29/2007	7	132,515.44	91,141.08	41,374.35	938,860.27	23,773,531.54
8/29/2007	8	132,515.44	90,983.35	41,532.08	982,650.57	23,731,998.46
9/29/2007	9	152,615.11	90,825.01	61,790.10	1,006,509.35	23,670,209.36
10/29/2007	10	172,713.99	90,668.88	82,046.11	1,010,360.86	23,688,084.25
11/29/2007	11	172,713.99	90,512.81	82,298.18	1,014,227.11	23,605,844.87
12/29/2007	12	172,713.99	89,359.16	82,550.83	1,018,108.16	23,422,890.04
1/29/2008	13	172,713.99	88,205.49	82,803.50	1,022,004.07	23,339,818.54
2/29/2008	14	172,713.99	87,051.82	83,056.68	1,025,914.87	23,256,928.15
3/29/2008	15	172,713.99	85,898.15	83,309.84	1,029,840.94	23,172,720.87
4/29/2008	16	172,713.99	84,744.48	83,562.99	1,033,781.43	23,088,651.87
5/29/2008	17	172,713.99	83,590.81	83,816.14	1,037,737.51	23,004,341.52
6/29/2008	18	172,713.99	82,437.14	84,070.29	1,041,708.33	22,919,668.40
7/29/2008	19	172,713.99	81,283.47	84,324.44	1,045,694.55	22,834,671.27
8/29/2008	20	172,713.99	80,129.80	84,578.59	1,049,696.01	22,749,348.89
9/29/2008	21	172,713.99	78,976.13	84,832.74	1,053,712.79	22,663,700.01
10/29/2008	22	172,713.99	77,822.46	85,086.88	1,057,744.94	22,577,723.39
11/29/2008	23	172,713.99	76,668.79	85,341.03	1,061,792.50	22,491,417.76
12/29/2008	24	172,713.99	75,515.12	85,595.18	1,065,855.57	22,404,781.88
1/29/2009	25	172,713.99	74,361.45	85,849.33	1,069,934.18	22,317,814.47
2/29/2009	26	172,713.99	73,207.78	86,103.48	1,074,028.39	22,230,514.28
3/29/2009	27	172,713.99	72,054.11	86,357.63	1,078,138.28	22,142,890.03
4/29/2009	28	172,713.99	70,900.44	86,611.78	1,082,263.90	22,054,910.44
5/29/2009	29	172,713.99	69,746.77	86,865.93	1,086,405.30	21,966,604.21
6/29/2009	30	172,713.99	68,593.10	87,120.08	1,090,562.95	21,877,960.07
7/29/2009	31	172,713.99	67,439.43	87,374.73	1,094,736.70	21,788,978.72
8/29/2009	32	172,713.99	66,285.76	87,629.38	1,098,924.84	21,699,652.88
9/29/2009	33	172,713.99	65,132.09	87,884.03	1,103,129.99	21,609,987.22
10/29/2009	34	172,713.99	63,978.42	88,138.68	1,107,351.25	21,519,978.45
11/29/2009	35	172,713.99	62,824.75	88,393.33	1,111,588.66	21,428,625.29
12/29/2009	36	172,713.99	61,671.08	88,647.98	1,115,842.28	21,336,826.31
1/29/2010	37	172,713.99	60,517.41	88,902.63	1,120,112.18	21,244,660.29
2/29/2010	38	172,713.99	59,363.74	89,157.28	1,124,398.44	21,152,268.89
3/29/2010	39	172,713.99	58,210.07	89,411.93	1,128,701.08	21,059,741.75
4/29/2010	40	172,713.99	57,056.40	89,666.58	1,133,020.19	20,972,646.54
5/29/2010	41	172,713.99	55,902.73	89,921.23	1,137,355.82	20,880,186.91
6/29/2010	42	172,713.99	54,749.06	90,175.88	1,141,708.04	20,787,397.51
7/29/2010	43	172,713.99	53,595.39	90,430.53	1,146,078.93	20,694,241.02
8/29/2010	44	172,713.99	52,441.72	90,685.18	1,150,462.53	20,600,728.04
9/29/2010	45	172,713.99	51,288.05	90,939.83	1,154,864.91	20,506,857.23
10/29/2010	46	172,713.99	50,134.38	91,194.48	1,159,284.13	20,412,627.20
11/29/2010	47	172,713.99	48,980.71	91,449.13	1,163,720.28	20,318,036.60
12/29/2010	48	172,713.99	47,827.04	91,703.78	1,168,173.99	20,223,084.03
1/29/2011	49	172,713.99	46,673.37	91,958.43	1,172,644.54	20,127,768.11
2/29/2011	50	172,713.99	45,519.70	92,213.08	1,177,130.79	20,032,087.45
3/29/2011	51	172,713.99	44,366.03	92,467.73	1,181,632.22	19,936,040.67
4/29/2011	52	172,713.99	43,212.36	92,722.38	1,186,156.89	19,838,626.35

Debt Service Number	Date	Debt Service	Interest	Principal Retired	Rolling 12 Months	Remaining Balance ⁽¹⁾
5/29/2011	53	172,713.99	75,930.73	96,783.26	1,190,885.86	19,742,843.09
6/29/2011	54	172,713.99	75,560.37	97,153.62	1,185,282.21	19,645,698.47
7/29/2011	55	172,713.99	75,188.61	97,525.38	1,179,826.00	19,548,164.09
8/29/2011	56	172,713.99	74,815.41	97,898.58	1,204,417.28	19,450,265.51
9/29/2011	57	172,713.99	74,440.80	98,273.19	1,209,026.14	19,351,982.32
10/29/2011	58	172,713.99	74,064.74	98,649.25	1,213,652.64	19,253,343.07
11/29/2011	59	172,713.99	73,687.24	99,026.75	1,218,296.83	19,154,316.32
12/29/2011	60	172,713.99	73,308.31	99,405.68	1,222,955.80	19,054,910.84
1/29/2012	61	172,713.99	72,927.82	99,786.07	1,227,633.33	18,955,124.57
2/29/2012	62	172,713.99	72,546.08	100,167.91	1,232,333.33	18,854,956.86
3/29/2012	63	172,713.99	72,162.78	100,551.21	1,237,052.04	18,754,406.46
4/29/2012	64	172,713.99	71,778.00	100,935.99	1,241,785.78	18,653,469.46
5/29/2012	65	172,713.99	71,391.76	101,322.23	1,246,537.64	18,552,147.23
6/29/2012	66	172,713.99	71,004.02	101,708.97	1,251,307.66	18,450,437.26
7/29/2012	67	172,713.99	70,614.82	102,098.17	1,256,095.96	18,348,338.09
8/29/2012	68	172,713.99	70,224.13	102,488.86	1,260,902.57	18,245,848.23
9/29/2012	69	172,713.99	69,831.94	102,882.05	1,265,727.58	18,142,966.18
10/29/2012	70	172,713.99	69,438.24	103,275.75	1,270,571.05	18,039,690.43
11/29/2012	71	172,713.99	69,043.05	103,670.94	1,275,433.06	17,936,019.49
12/29/2012	72	172,713.99	68,646.34	104,067.66	1,280,313.67	17,831,951.84
1/29/2013	73	172,713.99	68,248.11	104,461.88	1,285,212.86	17,727,485.96
2/29/2013	74	172,713.99	67,848.36	104,855.63	1,290,131.00	17,622,620.33
3/29/2013	75	172,713.99	67,447.07	105,248.92	1,295,067.85	17,517,353.41
4/29/2013	76	172,713.99	67,044.26	105,648.73	1,300,023.61	17,411,683.88
5/29/2013	77	172,713.99	66,638.90	106,074.09	1,304,988.32	17,305,609.59
6/29/2013	78	172,713.99	66,234.00	106,479.99	1,309,962.08	17,199,129.60
7/29/2013	79	172,713.99	65,826.52	106,887.47	1,315,004.93	17,092,242.13
8/29/2013	80	172,713.99	65,417.52	107,286.47	1,320,036.99	16,984,945.66
9/29/2013	81	172,713.99	65,006.95	107,707.06	1,325,088.29	16,877,238.60
10/29/2013	82	172,713.99	64,594.77	108,119.22	1,330,156.92	16,769,119.38
11/29/2013	83	172,713.99	64,181.04	108,532.96	1,335,249.96	16,660,988.43
12/29/2013	84	172,713.99	63,765.73	108,948.28	1,340,368.89	16,551,938.17
1/29/2014	85	172,713.99	63,348.82	109,385.17	1,345,503.33	16,442,273.00
2/29/2014	86	172,713.99	62,930.32	109,833.67	1,350,653.47	16,332,489.33
3/29/2014	87	172,713.99	62,510.22	110,203.77	1,355,819.42	16,222,285.98
4/29/2014	88	172,713.99	62,088.50	110,625.49	1,361,001.09	16,111,660.07
5/29/2014	89	172,713.99	61,665.19	111,048.80	1,366,198.25	16,000,611.27
6/29/2014	90	172,713.99	61,240.24	111,473.75	1,371,411.97	15,889,137.32
7/29/2014	91	172,713.99	60,813.67	111,900.32	1,376,642.29	15,777,237.20
8/29/2014	92	172,713.99	60,385.46	112,328.53	1,381,889.89	15,664,908.67
9/29/2014	93	172,713.99	59,955.63	112,756.36	1,387,153.66	15,552,160.31
10/29/2014	94	172,713.99	59,524.14	113,189.85	1,392,433.51	15,439,960.46
11/29/2014	95	172,713.99	59,091.00	113,622.99	1,397,729.50	15,327,337.47
12/29/2014	96	3,887,444.41	58,656.22	3,829,788.19	1,403,041.69	11,496,549.28
1/29/2015	97	129,084.41	44,146.80	84,937.61	1,411,611.67	11,411,611.67
2/29/2015	98	129,084.41	43,820.65	85,263.76	1,420,247.91	11,328,347.91
3/29/2015	99	3,771,738.67	43,493.23	3,728,246.44	1,428,951.47	7,598,101.47
4/29/2015	100	86,059.70	29,187.21	56,872.49	31,541,226.88	7,541,228.88
5/29/2015	101	86,059.70	28,968.74	57,090.96	7,484,138.02	7,484,138.02
6/29/2015	102	86,059.70	28,749.44	57,310.26	7,426,827.76	7,426,827.76
7/29/2015	103	86,059.70	28,528.29	57,530.41	7,369,297.35	7,369,297.35
8/29/2015	104	3,172,966.86	28,308.32	3,696,056.57	3,670,238.78	3,670,238.78
9/29/2015	105	3,694,336.97	14,100.22	3,680,236.75	-	-
10/29/2015	106	-	-	-	-	-
TOTAL		\$ 31,683,691.24	\$ 7,683,691.24	\$ 24,000,000.00		

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 6% of the entire principal balance if prepaid in the Debt Service Number 0 through 10 of the Note Term; 5% of the entire principal balance if prepaid in the Debt Service Number 11 through 47 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 48 through 71 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 72 through 83 of the Note Term;

Date	Debt Service Number	Debt Service	Interest	Principal Retired	Rolling 12 Months	Remaining Balance ^(a)
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2% of the entire principal balance if prepaid in the Debt Service Number 84 through 95 of the Note Term; and
 1% of the entire principal balance if prepaid in the Debt service Number 96 through 105 of the Note Term.

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

SCHEDULE OF CLOSING DOCUMENTS

December 29, 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:	Banc of America Public Capital Corp
Bond Counsel:	Cohen & Grigsby, P.C.
WPAHS	West Penn Allegheny Health System
AGH	Allegheny General Hospital
Escrow Agent	Deutsche Bank National Trust Company

I. BASIC DOCUMENTS

1. Master Financing Agreement
2. Schedule No. 1 to Master Financing Agreement (AGH Helicopter)
 - Exhibit 1 Equipment Description
 - Exhibit 2 Amortization and prepayment terms of Note B-1
 - Exhibit 3 Addendum Relating to Helicopter to Schedule No. 1
 - Exhibit 4 Cape Town Convention Rider
3. Schedule No. 2 to Master Financing Agreement (Indiana County Helicopter)
 - Exhibit 1 Equipment Description
 - Exhibit 2 Amortization and prepayment terms of Note B-2
 - Exhibit 3 Addendum Relating to Helicopter to Schedule No. 2
 - Exhibit 4 Cape Town Convention Rider
4. Schedule No. 3 to Master Financing Agreement (Rostraver Airport Helicopter)
 - Exhibit 1 Equipment Description
 - Exhibit 2 Amortization and prepayment terms of Note B-3
 - Exhibit 3 Addendum Relating to Helicopter to Schedule No. 3
 - Exhibit 4 Cape Town Convention Rider
5. Schedule No. 4 to Master Financing Agreement (Greensburg-Jeanette Regional Airport Helicopter)
 - Exhibit 1 Equipment Description

Exhibit 2 Amortization and prepayment terms of Note B-4
Exhibit 3 Addendum Relating to Helicopter to Schedule No. 4
Exhibit 4 Cape Town Convention Rider

6. Notes
 - Note B-1
 - Note B-2
 - Note B-3
 - Note B-4
7. Escrow Agreement
8. Master Lease Agreement and Sub-Lease Agreement
9. Assignment of Leases and Rents
10. Form 8038 and Evidence of Filing
11. UCC Financing Statements (filed upon funding for each helicopter)
12. Tax Regulatory Agreement and No Arbitrage Certificate

II. ISSUER DOCUMENTS

13. Closing Certificate of Issuer
 - Resolution
14. Public Approval/TEFRA
 - a. TEFRA Notice
 - Tribune Review
 - Indiana Gazette
 - b. TEFRA Hearing Minutes
 - b. Highest Elected Official Approval
 - Allegheny County
 - Westmoreland County
 - White Township
 - d. Allegheny County Health & Welfare Resolution

III. OBLIGOR DOCUMENTS

15. Closing Certificate of Obligor
 - a. Resolutions
 - b. Equipment Descriptions (See Exhibit 1 to Schedules)

c. 501(c)(3) Determination Letter (WPAHS)

16. Certificate of Organization and Operating Agreement of Obligor

IV. OPINIONS

17. Opinion of Counsel to Obligor, AGH and WPAHS

18. Opinion of Counsel to Issuer

19. Opinion of Bond Counsel

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MASTER FINANCING AGREEMENT

Among

BANC OF AMERICA PUBLIC
CAPITAL CORP

As Lender

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY

As Issuer

And

WEST PENN ALLEGHENY FOUNDATION, LLC

As Obligor

Dated as of December 29, 2006

This instrument constitutes a security agreement
under the Pennsylvania Uniform Commercial Code

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MASTER FINANCING AGREEMENT

Lender: Banc of America Public Capital Corp
2059 Northlake Parkway, Suite 400
Tucker, Georgia 30084

Issuer: Allegheny County Hospital Development Authority
425 Sixth Avenue, Suite 800
Pittsburgh, Pennsylvania 15219

Obligor: West Penn Allegheny Foundation, LLC
320 East North Avenue, 16th Floor
Pittsburgh, Pennsylvania 15216

THIS MASTER FINANCING AGREEMENT dated as of December 29, 2006 is among Banc of America Public Capital Corp, a Kansas corporation, as lender ("Lender"), the Allegheny County Hospital Development Authority, a public body corporate and politic organized under the Municipality Authorities Act, as amended, as issuer ("Issuer"), and West Penn Allegheny Foundation, LLC, a Pennsylvania limited liability company, as obligor ("Obligor").

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered by the Pennsylvania Municipalities Authorities Act, as amended (the "Act") to issue revenue notes for the purpose of making loans to certain health care facilities and programs, to provide funds to pay for projects, including health care related equipment ("Equipment" as defined herein); and

WHEREAS, the Obligor is a limited liability company whose sole member is West Penn Allegheny Health System, Inc. ("WPAHS"), a Pennsylvania non-profit corporation, an organization described in Section 501 (c)(3) of the Code (as defined herein), and an organization authorized to lease, sublease, purchase and hold real and personal property, to borrow money to finance the purchase of such property, and to grant security interests in and liens upon such property; and

WHEREAS, Obligor desires to finance the purchase of Equipment from Vendors (defined herein) from time to time on the terms and conditions set forth herein, which Equipment shall be specifically identified in the Equipment Schedule or Equipment Schedules (as defined herein) attached hereto and made a part hereof; and

WHEREAS, in order to finance the costs of the Equipment, Issuer will from time to time issue its Notes (defined herein) to Lender and lend the proceeds thereof to Obligor pursuant to the terms of this Master Financing Agreement, and to secure its Notes, Issuer will assign to Lender its right to receive Loan Payments (defined herein) from Obligor; and

WHEREAS, the Obligor shall make Loan Payments directly to the Lender as assignee of the Issuer for the possession, use and ownership of the Equipment; and

WHEREAS, as security for the payment of all of Obligor's obligations hereunder, including without limitation, Loan Payments, Obligor shall grant to the Lender a perfected first priority security interest in the Equipment and/or such other security interest as may be appropriate given the nature of the Equipment financed; and

WHEREAS, this Master Financing Agreement and the Notes issued hereunder shall not constitute a debt or liability or moral obligation of the State (defined herein), Issuer or any political subdivision of the State, or a pledge of the faith and credit or taxing power of the State, the Issuer or any political subdivision of the State, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Obligor to the Lender, as assignee of the Issuer; and

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

ARTICLE 1

DEFINITIONS

Section 1.01. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise.

"Acquisition Costs" means with respect to an Equipment Schedule, the Contract Price paid or to be paid to the Vendors for any portion of the Equipment upon the Obligor's acceptance thereof and in accordance with the applicable Purchase Agreement relating thereto, including reasonable administrative, engineering, software licensing, legal, financial and other costs incurred by the Lender, Issuer, Obligor and the Vendors in connection with the acquisition, licensing, programming, installation (which may include renovations to buildings) and financing and refinancing by the Lender of such Equipment.

"Additional Payments" means the amounts other than Loan Payments, payable by the Obligor pursuant to the provisions of this Master Financing Agreement, as set forth in Section 9.03 hereof.

"After-Tax Basis" means, with respect to any Loan Payment, the amount of such Loan Payment supplemented by a further payment in an amount sufficient so that the

sum of the two payments, after deduction of all Federal or State income taxes (and any interest or penalties thereon) resulting from the receipt of the two payments, shall be equal to the amount of such Loan Payment.

"Agreement" means this Master Financing Agreement and an Equipment Schedule, as the same may be amended or modified from time to time, including the accompanying attachments and documents relating to such Equipment Schedule, which shall constitute a fully integrated transaction existing in accordance with its own terms and conditions separate from and independent of all other transactions pursuant to this Master Financing Agreement.

"Annual Administrative Fee" means, with respect to any Equipment Schedule, the annual fee of the Issuer in the amount set forth in the related Equipment Schedule, and with respect to the Series B of 2006 Notes, means \$6,000.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and acceptable to Issuer and Lender.

"Certificate of Acceptance" means a Certificate of Acceptance, in substantially the form set forth either as an Attachment to an Equipment Schedule, or as an Exhibit to an Escrow Agreement, executed by an authorized officer of the Obligor, and, if requested by Lender, acknowledged by Lender.

"Closing" means the date of delivery of all executed documents related to each Agreement as required under this Master Financing Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and regulations issued thereunder.

"Contract Price" means the price of an Item of Equipment, including, if approved by the Lender in its sole discretion, the cost of installation and training, but excluding the cost of any service contract, as set forth in the applicable Purchase Agreement relating thereto.

"Determination of Taxability" means any final determination, decision or decree by the Commissioner of Internal Revenue or any court of competent jurisdiction that an Event of Taxability shall have occurred. A determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

- (a) the date when Obligor, WPAHS or AGH (as defined herein) files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred;
- (b) the date when Lender, Issuer, Obligor, WPAHS or AGH shall be advised by the Commissioner of Internal Revenue or any District Director of Internal Revenue that an Event of Taxability shall have occurred; or

(c) the effective date of any Federal legislation enacted after the date of this Agreement that causes an Event of Taxability.

"Equipment" means the fixed and moveable personal property to be used in connection with Obligor's health care operations, which property shall be identified in an Equipment Schedule and identified as part of this Master Financing Agreement (including to the extent permitted pursuant to the Code without jeopardizing the tax-exempt status of the interest on any Note certain items originally financed through internal advances of Obligor in anticipation of obtaining permanent financing through Issuer), together with all replacement parts, additions, repairs, modifications, substitutions, accessions and accessories incorporated therein and/or affixed to such personal property.

"Equipment Schedule" means, with respect to the provision of the Equipment under this Master Financing Agreement, a schedule of Equipment and Loan Payments in substantially the same form as Schedule No. 1 hereto, which has been executed by the Lender, Issuer and Obligor which reasonably identifies the Equipment subject to such schedule, which sets forth the Annual Administrative Fee, Loan Payments and Purchase Price payable in respect thereof, and which states the Loan Term applicable thereto and certain other matters. Equipment Schedules shall be numbered consecutively beginning with 1, and each Equipment Schedule shall be accompanied by the attachments, if any, referred to in such schedule.

"Escrow Agent" means the escrow agent under an Escrow Agreement, and its successors and assigns permitted pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" means an Escrow Agreement among Lender, Obligor and Escrow Agent relating to the disbursement of Note Proceeds under an Agreement.

"Escrow Fund" means the fund established and held by the Escrow Agent pursuant to an Escrow Agreement.

"Event of Taxability" with respect to any Note means: (i) the application of the proceeds of such Note in such manner that such Note becomes an "arbitrage bond" within the meaning of the Code, and with the result that interest on such Note is or becomes includable in holder's gross income; (ii) if as a result of any act, failure to act or use of the proceeds of any Note or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in any Agreement by Issuer or Obligor or AGH (as defined herein) or WPAHS or the enactment of any Federal legislation after the date of this Agreement, the interest on any Note is or becomes includable in a holder's gross income, or (iii) any revocation or challenge of the determination letter from the Internal Revenue Service regarding status of the Obligor as a 501 (c)(3) organization.

"Gross-Up Payment" means, with respect to any Loan Payment, an additional payment in an amount sufficient such that the sum of the additional payment plus the Loan Payment would, after the two payments were reduced by the amount of any

Federal or State income tax (including any interest or penalties) actually imposed thereon, equal the amount of the Loan Payment.

"Initial Administrative and Legal Fee" means with respect to any Equipment Schedule, the initial fee in the amount set forth in such Equipment Schedule, payable to the Issuer upon the execution of each such Equipment Schedule hereunder for the Issuer's services in connection with the preparation, review and execution of such Equipment Schedule.

"Loan Payments" means those scheduled payments (but excluding, the Annual or Initial Administrative and Legal Fees, indemnifications and reimbursements and Additional Payments payable to the Lender and the Issuer hereunder) payable by Obligor pursuant to the provisions of this Master Financing Agreement and each Equipment Schedule, as specifically set forth therein. As provided in Article V hereof, Loan Payments shall be payable by the Obligor directly to the Lender in the amounts and at the times set forth in the applicable Equipment Schedule.

"Note" means a promissory note of Issuer issued to finance the cost of Equipment for Obligor pursuant to an Agreement, in substantially the form set forth in the Note prepared in connection with Schedule No. 1.

"Note Proceeds" means, with respect to any Equipment Schedule, the total amount of money or other consideration to be paid or provided by the Lender for application in accordance with such Equipment Schedule and Section 13.01 hereof, including (a) the Contract Price of each item of Equipment set forth on such schedule payable to the Vendor thereof upon acceptance by Obligor and (b) if approved by Lender in its sole discretion, the amount, if any, paid by the Lender and applied to the reasonable costs of issuance of a Note.

"Note Term" means with respect to any Note, the term specified in the applicable Equipment Schedule in accordance with Article IV hereof.

"Note Year" means, with respect to any Note, each one- year period (or shorter period for the first or last year prior to the payment in full of such Note) ending on the principal payment date or such other annual date stated in the applicable Equipment Schedule.

"Prepayment Price" means the amount which the Obligor may pay or cause to be paid to the Lender in order to prepay its obligations under an Agreement, as provided in Article X hereof, such amount being set forth in the Equipment Schedule comprising a part of such Agreement plus all other amounts then owed under such Agreement by the Obligor including the prepayment premium payable, if any, as set forth or described in the applicable Equipment Schedule, and any money owed to the Issuer.

"Purchase Agreements" means each of the purchase agreements between Obligor and each Vendor of the Equipment.

"State" means the Commonwealth of Pennsylvania.

"Unassigned Rights" means the rights of Issuer to receive payments of costs, fees and expenses and the rights of Issuer to indemnification with respect to any Agreement pursuant to Sections 5.05 and 11.03(a) of this Master Financing Agreement.

"Vendor" means the manufacturer or other supplier of an item of Equipment, as well as the agents or dealers of such manufacturer or supplier, from whom the Obligor has purchased or is purchasing items of Equipment.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Master Financing Agreement, and all related Agreements thereto:

- (a) Words of the masculine gender mean and include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number mean and include the plural number and vice-versa.
- (c) The headings and the table of contents are solely for convenience of reference and shall not constitute a part of this Master Financing Agreement, nor shall they affect its meaning, construction or effect.
- (d) Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01. Representations and Warranties of the Parties Hereto. The Lender, Issuer and Obligor each represent and warrant to each other that as of the date hereof:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or establishment and has full power and legal right to execute and deliver, and to perform its obligations under, this Master Financing Agreement;
- (b) The execution, delivery and performance by it of this Master Financing Agreement have been and remain duly authorized and do not and will not contravene any provision of its certificate of incorporation or by-laws (or equivalent documents or statutory authorizations) or any law, ordinance, regulation or contractual restriction binding on or affecting it or its assets;

(c) All consents, authorizations and approvals requisite for the due execution, delivery and performance by it of this Master Financing Agreement have been obtained and remain in full force and effect and all conditions have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance;

(d) This Master Financing Agreement is its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and

(e) There is no proceeding pending or, to its knowledge, threatened against it at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Master Financing Agreement, and there is no such proceeding which purports or is likely to affect the legality, validity or enforceability of this Master Financing Agreement.

Section 2.02. Additional Representations, Warranties and Covenants of the Obligor. The Obligor further represents, warrants and covenants, for the benefit of the Lender and Issuer, as follows:

(a) Obligor is, and throughout the term of this Master Financing Agreement shall continue to be a limited liability company whose sole member WPAHS is; (i) a non-profit corporation, duly organized and existing under the laws of the State for purposes which include the provision of health care services; (ii) an organization described in Section 501(c)(3) of the Code which is not a "private foundation" as defined in Section 509(a) of the Code; and (iii) authorized to lease, sublease, purchase and hold real and personal property, to borrow money to finance the purchase of such property, and to grant security interests in and liens upon such property;

(b) Obligor shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and WPAHS's existence and status as an organization described in Section 501(c)(3) of the Code which is not a "private foundation" as defined in Section 509(a) of the Code;

(c) The Equipment is, and during the period this Master Financing Agreement is in force will remain, either (i) personal property and, when subjected to use by the Obligor hereunder, will not be or become fixtures or, (ii) if any portion of the Equipment may be considered to be a fixture, the Obligor shall cause filings to be made with the applicable governmental officials and offices to create and preserve for the Lender a perfected first priority security interest in the Equipment;

(d) During the Note Term, except as otherwise permitted by this Master Financing Agreement, the Equipment shall be co-leased to WPAHS and Allegheny General Hospital ("AGH"), an affiliated entity which will use it only in conjunction with its corporate purpose of performing services related to its status as an organization described in Section 501(c)(3) of the Code and consistent with the permissible scope of AGH's authority and will not be used in an unrelated trade or business of AGH or in the trade or business of any person or entity other than AGH;

(e) During the period this Master Financing Agreement is in force, the Obligor shall provide to the Lender and Issuer (i) within ten (10) days after any tax or other lien shall attach to any Equipment, written notification of the full particulars thereof and the location of such Equipment on the date of such notification; (ii) annually within one hundred and twenty (120) days of the close of each fiscal year, the Obligor's balance sheet and profit and loss statement, certified by a recognized firm of public accountants; (iii) within ninety (90) days of the close of each fiscal quarter of Obligor, Obligor's quarterly financial report certified by the chief financial officer of Obligor; and (iv) within fifteen (15) days of each such request other financial information relating to the ability of the Obligor to continue performing hereunder as may, from time to time, be reasonably requested by the Lender or the Issuer;

(f) As among Lender, Issuer and Obligor, the Obligor assumes full responsibility for the safety and any consequences of lack of safety with respect to the operation and maintenance of the Equipment.

(g) With respect to any Equipment financed hereunder, the property at which the Equipment may be located will be properly zoned for its current and anticipated use and the use of the Equipment will not violate any applicable zoning, land use, environmental or similar law or restriction. The Obligor or AGH has, or will, obtain all licenses and permits to use the Equipment and, where required by law, the Obligor or AGH has received any required certificates of need for the acquisition and installation of such Equipment.

(h) The execution and delivery of the Master Financing Agreement, including Equipment Schedules, and any other related documentation, and the fulfillment of, or compliance with, these documents does not conflict with, or result in a breach, or default, of any of the terms, conditions or provisions of the authorizing documents of the Obligor (including debt limitations) or of any material agreement, contract or other instrument, or law, ordinance, regulation or judicial or other governmental order to which the Obligor is now a party or by which the Obligor or its properties are otherwise subject or bound.

(i) The audited financial statements of Obligor and the unaudited financial statements of Obligor provided to Lender correctly and fairly present the financial condition of Obligor as of the dates and for the periods stated therein, and the results of the operations of Obligor for each of such periods, respectively, all in accordance with generally accepted accounting principles consistently applied

except as stated in the notes thereto, and there has been no material adverse change in the condition, financial or otherwise, of Obligor from that set forth in said financial statements, except as disclosed in writing to Lender.

(j) The financial statements referred to in paragraph (i) of this Section do not, nor do the representations and warranties of Obligor in the Master Financing Agreement, the Schedules or any written statement furnished by Obligor to Issuer or Lender, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which Obligor has not disclosed to Issuer and Lender in writing which materially affects adversely or, so far as Obligor can now foresee, will materially affect adversely the financial condition of Obligor, the status of WPAHS as a Tax-Exempt Organization, its ability to own and operate its properties or its ability to make the payments hereunder and under the Schedules when and as the same become due and payable.

Section 2.03. Tax Covenants

(a) It is the intention of the parties hereto that the interest on each Note received by the Lender under any Equipment Schedule be and remain excludable from gross income for purposes of federal income taxation.

(b) The Issuer covenants with regard to its own operations that, with respect to the law of federal income taxation, it will not, at any time, perform any act, or fail to perform any act that shall have the effect of terminating such exclusion from gross income of the interest on any Note for federal income tax purposes.

(c) The Obligor covenants that it will take any and all other actions lawfully within its powers and applicable to the acts done or omitted by Obligor so as to maintain an exclusion from gross income for federal income tax purposes of the interest on each Note, and 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 will have the effect of terminating such exclusion from gross income for federal income tax purposes of the interest on each Note received by Lender.

(d) The Obligor covenants that it will not perform any act or enter into any agreement that will adversely affect the status of WPAHS as an organization described in Section 501 (c)(3) of the Code and will conduct its operation in a manner that will conform to the standards necessary to qualify WPAHS as an organization described in Section 501(c)(3) of the Code.

(e) The Obligor covenants that it will not use or permit the use of any Equipment in any manner, or for any trade or business unrelated to the exempt purpose of the Obligor or AGH, which could adversely affect the exclusion from gross income for federal income tax purposes of the interest on each Note. The Obligor will not

lease the Equipment to or permit the use of the Equipment by any person that is not either (i) an organization exempt from federal income taxation under Section 501(c)(3) of the Code which is not using the Equipment in any trade or business that constitutes an unrelated trade or business as defined in Section 513 of the Code with respect to that organization or in any private business use within the meaning of Section 141 of the Code or (ii) a governmental unit (other than the Federal government).

(f) Obligor will pay any arbitrage rebate due to the United States of America in connection with any Note issued under this Master Financing Agreement and any Schedule hereto and covenants that it will not take or permit any action or omit to take any action that would cause the Notes to be an arbitrage bond within the meaning of Section 148 of the Code. Without limiting the generality of the foregoing, the Obligor shall not create or establish any sinking fund, pledged fund or other similar fund to secure or provide the Loan Payments. Neither the Obligor, nor any person related to it within the meaning of Section 147(a)(2) of the Code, shall acquire an interest as lender in any Master Financing Agreement pursuant to the Issuer's financing program in an amount related to the aggregate principal components of the Loan Payments due the Lender under this Master Financing Agreement.

(g) The Obligor covenants that it will not take any action or permit or suffer any action to be taken or condition to exist if the result of such action or condition would be to cause the Notes to be guaranteed directly or indirectly in whole or in part by the United States or by any agency or instrumentality thereof.

(h) It is the intention of the parties hereto that during the term of this Master Financing Agreement, Obligor be the sole beneficial and legal owner of the Equipment, and will report on such basis for financial, accounting, federal income tax, and other purposes. Neither the Lender nor the Issuer shall take any action inconsistent with Obligor's ownership of the Equipment for federal income tax purposes except pursuant to the exercise of remedies under Article XII hereof.

(i) The weighted average maturity (defined in accordance with the Code) of any Note will not exceed one hundred twenty percent (120%) of the weighted average reasonably expected economic life in the hands of the Obligor of the Equipment financed by such Note.

(j) Obligor covenants that the issuance costs with respect to any Note to be financed out of such Note shall not exceed two percent of the proceeds of such Note.

(k) Obligor will not consolidate with or merge into any person, or permit any other person to merge into it, or sell all or substantially all its assets (in a transaction analogous in purpose or effect to a consolidation or merger) unless an opinion of Bond Counsel is obtained and provided to Issuer and Lender to the effect that the

exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action.

ARTICLE III

FINANCING OF EQUIPMENT

Section 3.01. Acquisition of Equipment

(a) The Lender, the Issuer and the Obligor intend from time to time to enter into Agreements for the financing of Equipment. The Obligor shall order, or has ordered, the Equipment pursuant to one or more Purchase Agreements from one or more Vendors. The Obligor shall remain liable to each such Vendor with respect to its duties and obligations in accordance with the applicable Purchase Agreement and as among the Lender, Issuer and Obligor, the Obligor shall bear the risk of loss with respect to any loss or claim relating to any item of Equipment covered by any such Purchase Agreement.

(b) The obligation of the Lender to pay or provide other consideration for an item of Equipment is subject to the following conditions:

(i) Obligor shall have accepted the Equipment by delivery to the Lender, with a copy to Issuer, of a Certificate of Acceptance duly executed by Obligor, whereupon the item of Equipment shall immediately become subject to and governed by the provisions of the applicable Agreement;

(ii) There shall exist no Event of Default under this Master Financing Agreement or any other Agreement by and between the Lender and Obligor, or any condition, event or act which with notice or lapse of time, or both, would become an Event of Default which has not been remedied or waived; and

(iii) The Agreement and each Equipment Schedule and the Equipment have been approved, in writing, by the Lender and Issuer, as evidenced by the due execution of the applicable Equipment Schedule by the Lender and the Issuer.

If any of the foregoing conditions have not been met with respect to an item of Equipment, such Equipment shall not be covered or governed by the provisions of this Master Financing Agreement.

Section 3.02. Loans to Finance Equipment. Upon execution and delivery of each Equipment Schedule, all related documents and instruments referred to or required herein and therein, and such other documentation as Lender may reasonably require in connection therewith, Lender shall provide the consideration specified as Note Proceeds in such Equipment Schedule in accordance with the Obligor's payment instructions to finance the acquisition of the Equipment by Obligor. In exchange for such consideration, Issuer shall issue and deliver to Lender the Note described in such Equipment Schedule which shall be payable solely from the Loan Payments to be made by Obligor. Issuer

hereby agrees to lend to Obligor, and Obligor hereby agrees to borrow from Issuer the Note Proceeds, which loan Obligor shall repay by making the Loan Payments as described in such Equipment Schedule. As security for the Note issued under such Equipment Schedule, Issuer hereby assigns to Lender all of its right to receive Loan Payments with respect to such Equipment Schedule, and hereby directs Obligor to make such Loan Payments directly to, or at the direction of, Lender. The Obligor hereby acknowledges and agrees that the Lender is assignee of the Issuer's interest in Loan Payments, and is being granted a perfected first priority security interest in the Equipment in accordance with this Master Financing Agreement.

The execution and delivery of this Master Financing Agreement shall not obligate Lender or Issuer to execute and deliver any Equipment Schedule or to provide any funds or other consideration with respect to any Equipment Schedule, unless and until such Equipment Schedule has been executed and delivered by all other parties thereto and all conditions set forth in this Master Financing Agreement and such Equipment Schedule have been satisfied. The execution and delivery of this Master Financing Agreement shall not obligate Lender, Issuer or Obligor to execute and deliver any Equipment Schedule, to issue any Note or to provide any funds or other consideration.

Section 3.03. Alternative Procedure: Escrow Agent. Notwithstanding the provisions of Section 3.01 and 3.02, upon agreement by Lender, Issuer and Obligor as to any Equipment to be acquired by Obligor under this Agreement, Lender, Issuer and Obligor may enter into an Escrow Agreement establishing a fund from which the Contract Price of Equipment is to be paid, with an amount specified therein to be deposited therein by Lender.

ARTICLE IV

TERM OF AGREEMENT

Section 4.01. Commencement of Term. The term applicable to any Agreement shall commence on the date specified in the applicable Equipment Schedule and shall terminate as provided in Section 4.02.

Section 4.02. Termination of Term. The term applicable to each Agreement will terminate upon the earliest to occur of any of the following events:

- (a) So long as no Event of Default has occurred and is continuing hereunder, the exercise by the Obligor of the option granted under the provisions of Articles VIII or X hereof to prepay its Loan Payments with respect to such Agreement and the related Note by making payment of the Purchase Price provided herein;
- (b) So long as no Event of Default has occurred and is continuing hereunder, the payment by the Obligor of all Loan Payments with respect to such Equipment Schedule and the related Note, any Additional Payments, and other payments

required to be paid by Obligor hereunder, including the Annual Administrative Fee;
or

(c) Lender's election to terminate this Master Financing Agreement under Article XII due to the Obligor's default hereunder.

Section 4.03. Termination of Master Financing Agreement. This Master Financing Agreement shall terminate upon the termination of all Agreements in effect on July 1 that immediately precedes the fifteenth anniversary of the date of this Master Financing Agreement and no Equipment Schedule shall be executed following that date.

ARTICLE V

NOTE AND PAYMENTS

Section 5.01. Payment of Note and Payments. The Issuer shall pay the principal of, premium if any, and interest on each Note to Lender, but only out of the Loan Payments paid by Obligor pursuant to each Agreement. Obligor shall pay to Lender, as the assignee of the Issuer, the Loan Payments in lawful money of the United States of America, in the amounts and on the dates set forth in the applicable Equipment Schedule relating to such Loan Payments. As security for its obligations to pay the principal of, premium if any, and interest on each Note to Lender, Issuer assigns to Lender all of its rights to receive Loan Payments related to such Note, and Lender may enforce all rights of Issuer hereunder (other than Unassigned Rights) and the obligations of Obligor. Such Loan Payments shall be made by the Obligor directly to Lender, as the Issuer's assignee. All other amounts required to be paid by Obligor hereunder shall be paid in lawful money of the United States of America within 15 days of the receipt of notice therefor by Obligor, unless otherwise provided herein.

No provision, covenant or agreement contained in this Master Financing Agreement or any action, inaction or breach by the Lender or Obligor, or any obligation herein imposed on the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer any liability whatsoever, or a charge upon its credit or a pledge of its revenues. In making the provisions and agreements set forth in this Master Financing Agreement, the Issuer has not obligated itself except with respect to the pledge and assignment to the Lender as herein set forth of the Loan Payments to be paid by the Obligor hereunder and neither the Lender nor the Obligor shall have any claim against the Issuer hereunder.

Section 5.02. Interest and Principal Components. A portion of each payment on a Note and each Loan Payment is paid as, and represents payment of, interest, and the balance of, each payment on a Note and each Loan Payment is paid as, and represents payment of principal. Each Equipment Schedule hereto shall set forth the principal and interest components of each Loan Payment payable thereunder during the term of the Note, which principal and interest components shall correspond with the payments of principal of and interest on the Note coming due.

Section 5.03. Loan Payments. As to each Agreement, the Obligor shall pay to the Lender the Loan Payments, including the interest components thereof, equal to the amounts specified in the Equipment Schedule comprising a part of such Agreement and shall pay to the Lender and Issuer all other payments and fees due hereunder. The Loan Payments shall be payable without notice or demand when due at such place as the Lender shall direct in writing at the time the Equipment Schedule is executed or such other place as the Lender may from time to time designate in writing.

The obligations of Obligor to make payment of the Loan Payments and all other payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between Obligor and any of the Issuer, Lender, any Vendor or any other person, the Obligor shall make all Loan Payments, Additional Payments and Annual Administrative Fee payments when due and shall not withhold any of the same pending final resolution of such dispute, nor shall Obligor assert any right of set-off or counterclaim against its obligation to make such payments required under this Master Financing Agreement.

Section 5.04. Appointment of Servicer. The Lender shall have the right to designate an entity to act as the "Servicer" for the collection of Loan Payments payable by the Obligor, the enforcement of remedies or the distribution of funds to one or more holders of a Note or interests in this Master Financing Agreement or in any of the Agreements. Any Servicer appointed under this section shall be a corporation, a trust company or a bank having the powers of a trust company, in each case having a capital and surplus of not less than \$25,000,000. Any such Servicer shall notify the Issuer, Obligor and Lender of its acceptance of the appointment and, upon giving such notice, shall become Servicer, vested with all the property, rights and powers of the Servicer hereunder, without any further act or conveyance. Such Servicer shall execute, deliver, record and file such instruments as are required to confirm or perfect its acceptance hereunder and set forth its duties hereunder. The Lender shall be responsible for all fees and expenses of the Servicer.

Section 5.05. Administrative Fees. The Obligor shall pay the Initial Administrative Fee to the Issuer on the date of closing of each Agreement. The Obligor shall also pay to the Issuer the Annual Administrative Fee in installments on the dates set forth in each related Equipment Schedule. The obligation to pay the Annual Administrative Fee shall continue until all of the Obligor's obligations under this Master Financing Agreement have been paid in full.

Section 5.06. Obligations of Issuer Limited. Each Agreement and each Note and the interest thereon shall be special, limited obligations of Issuer payable (except to the extent paid under certain circumstances from insurance proceeds and condemnation

awards) solely out of the Loan Payments payable under such Agreement and other payments derived by Issuer under such Note and such Agreement (except for fees and expenses payable to Issuer and Issuer's right to indemnification as set forth herein and any payments made by Obligor to meet the rebate requirements of Section 148 (f) of the Code) as provided herein. Each Agreement and each Note and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on any Note or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by Issuer. No breach by Issuer of any such pledge, security interest, obligation or agreement may impose any liability, pecuniary or otherwise, upon State, or any political subdivision thereof, or any charge upon their general credit or against their taxing power.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title. Legal title to the Equipment, including, if applicable, any software license component thereof, governed by an Agreement shall be in the Obligor. The Obligor shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of Obligor, and keep all Equipment free and clear of all such claims, liens and processes. The Equipment is and shall remain personal property. Upon the occurrence of an Event of Default under any Agreement or this Master Financing Agreement by the Lender pursuant to Article XII, (i) the Lender may exercise the remedies described in Article XII, including repossession and sale of the Equipment; and (ii) upon request by the Lender, the Obligor shall deliver possession of the Equipment to the Lender.

Section 6.02. Security Interest. This Master Financing Agreement and each Equipment Schedule hereto are intended to constitute a security agreement within the meaning of the Uniform Commercial Code of the State (the "UCC"). In order to secure all of its obligations hereunder to the Issuer, and to Lender as the Issuer's assignee, Obligor hereby: (i) grants to Lender a purchase money security interest constituting a first lien on any and all right, title and interest of Obligor in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that each Agreement may be filed as a financing statement evidencing such security interest in the Equipment governed thereby; and (iii) agrees to execute and deliver such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to the Lender, necessary or appropriate to perfect and maintain such security interest in the Equipment. If the Lender's security interest in the applicable Equipment shall terminate in accordance with Section 4.02(a) or (b), at the request of the Obligor, the Lender shall execute and deliver

to Obligor documents which evidence the termination of the Lender's security or other interest in such Equipment.

Section 6.03. Liens and Encumbrances. Except as provided in Section 6.01 above, Obligor shall promptly discharge any liens placed on the Equipment including, without limitation, any mechanic's or materialmen's liens. If requested by Lender, Obligor shall obtain any landlord's and mortgagee's waiver of rights to the Equipment as fixtures or otherwise. Furthermore, if requested by the Lender, Obligor shall obtain the waiver of any interest in the Equipment from any owner of, or a secured party with an interest in, equipment on which the Equipment becomes an accession. To the extent that the Equipment would be subject to a lien upon its acquisition by Obligor under any agreement or other instrument to which Obligor or any affiliate of Obligor is a party, the Obligor shall obtain a waiver of such lien.

Section 6.04. Change in Name, Corporate Structure or Principal Place of Business. Obligor shall provide written notice to the Lender and the Issuer of any change in its name, corporate structure, or principal place of business. Such notice shall be provided thirty (30) days in advance of the date that such change is planned to take effect.

Section 6.05. Inspection of Equipment. The Lender shall have the right at all reasonable times during business hours, upon reasonable advance notice to Obligor, to enter into and upon the property on which the Equipment is located for the purpose of inspecting the Equipment, to observe its use and operation or to remove the Equipment pursuant to Article XII hereof, whether or not the Equipment is located on the Obligor's property or elsewhere.

Section 6.06. Location. The Equipment shall be located as described in the Equipment Schedule pertaining thereto.

ARTICLE VII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 7.01. Use and Maintenance of Equipment by the Obligor. Upon acceptance of the Equipment as provided by this Master Financing Agreement, care of such Equipment shall be solely the obligation and responsibility of the Obligor or AGH, who shall care for and promptly make and effect all repairs, replacements, and the like as may be necessary to maintain the Equipment in good working order and running condition at all times during the Note Term in accordance, at a minimum, with the manufacturer's then prevailing specifications therefor. The cost of such care, maintenance, repairs, replacements, parts and the like shall be borne solely by Obligor or AGH as an operating cost incident to an Agreement. Obligor and AGH shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law, license or insurance policy provision, including the provisions of the applicable Purchase Agreement relating thereto, or in any manner contrary to that contemplated by the Agreement or the

purchase agreement applicable thereto. The Obligor and AGH shall secure all permits and licenses, if any, necessary for the installation, use, operation, modification and upgrade of the Equipment. The Obligor shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with the laws of each jurisdiction in which its operations involving the Equipment may extend and any legislative, executive, administrative or judicial body exercising power over the Equipment or the Obligor's interest in the Agreement applicable thereto.

The Equipment shall not be moved by or on behalf of Obligor or AGH from the site(s) described in the related Equipment Schedule to any other location, except upon advance written notice to Lender, as discussed in the Equipment Schedule, or unless an opinion of Bond Counsel is obtained and provided to Lender and Issuer to the effect that the exclusion of interest on each Note from gross income for federal income tax purposes will not be adversely affected by such move. Any and all costs of moving the Equipment during a Note Term shall be borne solely by the Obligor. The Equipment shall not be used by any person or entity other than the Obligor and AGH for Obligor's or AGH's tax-exempt purposes. The Lender and Issuer shall be entitled to inspect the Equipment or observe its use and operation during reasonable business hours regardless of whether the Equipment is located on the Obligor's or AGH's property or is located elsewhere.

Obligor assumes full responsibility for the safety and any consequences of lack of safety with respect to the operation and maintenance of the Equipment while the Obligor or AGH has possession or control of the Equipment. In connection with the execution of any Equipment Schedule, the Lender may require that Obligor and AGH agree to comply with any special or additional maintenance provisions or requirements which are not inconsistent with the manufacturer's requirements, as the Lender shall require. Such additional maintenance provisions shall be set forth as the attachment to any such Equipment Schedule and shall constitute part of the applicable Agreement.

Section 7.02. Taxes, Other Governmental Charges and Utility Charges. The parties hereto contemplate that the Equipment will be used for the tax-exempt purposes of the Obligor or AGH and, therefore that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes, if any, of the Lender) the Obligor shall pay during the Note Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Obligor shall be obligated to pay only such installments as have accrued during the time this Master Financing Agreement is in effect. Notwithstanding the provisions set forth above, the Obligor shall not be required to cause to be paid and discharged any obligation, tax, assessment, charge, levy or claim so long as its validity is contested in the normal course of business and in good faith by

appropriate and timely proceedings and the Obligor sets aside on its books adequate reserves with respect to each tax, assessment, charge, levy or claim so contested, nor shall the Obligor be required to pay or discharge any indebtedness or charge which is not past its stated due date by more than thirty (30) days.

Section 7.03. Risk of Loss; Damage; Destruction; Condemnation. As to each Agreement, Obligor assumes all risk of loss of or damage to the Equipment governed thereby from any cause whatsoever, and no such loss of or damage to such Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve the Obligor of the obligation to make Loan Payments or to perform any other obligation under such Agreement except as may be provided in the Equipment Schedule comprising a part thereof. In the event of damage to any item of Equipment, the Obligor immediately shall place the same in good repair, and, when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs. If the Lender reasonably determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Obligor shall, at its option, either (a) replace the same with like property in good condition pursuant to Article VIII hereof, or (b) on the next date when a Loan Payment is due, pay to the Lender and Issuer (i) all amounts then owed by the Obligor to the Lender (as assignee of the Issuer or otherwise) and Issuer under the Agreement governing such Equipment, including the Loan Payment due on such date, and (ii) an amount equal to that portion of the Prepayment Price due on such date determined by the Lender to be applicable to the Equipment lost, stolen, destroyed or damaged beyond repair (which shall be applied to the simultaneous prepayment of the Note.)

Section 7.04. Insurance.

(a) Obligor shall, at its own or AGH's expense, cause casualty, public liability and property damage insurance, for such amounts and against such hazards as the Lender may reasonably require, to be carried and maintained, or demonstrate to the satisfaction of the Lender that adequate self-insurance is provided with respect to the Equipment sufficient to protect the full replacement value of the Equipment and to protect the Lender, Issuer Obligor and AGH from liability in all events. All insurance proceeds from casualty losses shall be payable to the Lender, Issuer and Obligor as hereinafter provided. Obligor shall furnish to the Lender, and Issuer certificates of insurance evidencing such coverage throughout the Note Term. Alternatively, upon the written approval of the Lender and Issuer, which approval may not be unreasonably withheld, the Obligor or AGH may insure the Equipment under a blanket insurance policy or policies that cover not only the Equipment but also other property of the Obligor or AGH.

(b) Any insurance policy carried or maintained pursuant to this section shall be so written or endorsed as to make losses, if any, payable to Lender, Issuer, Obligor and AGH as their respective interests may appear and naming the Lender and Issuer, if applicable, as additional insured for liability. The Net Proceeds (as defined in Section 8.01) of the insurance required in this section shall be applied as provided in Article VIII hereto. Each insurance policy provided for in this section

shall contain a provision to the effect that the insurance company shall not cancel the policy, or fail to renew the policy, or modify the policy materially and adversely to the interest of the Lender or the Issuer, without first giving written notice thereof to the Lender and the Issuer at least 30 days in advance of such cancellation, modification or non-renewal.

Section 7.05. Advances. In the event the Obligor and AGH shall fail to maintain the full insurance coverage required by this Master Financing Agreement or shall fail to keep the Equipment in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lender, together with interest thereon as provided in Section 12.05 shall be repaid by Obligor as Additional Payments in accordance with the terms of Section 9.03.

Section 7.06. Modifications and Substitutions.

(a) The Obligor shall not without the prior written consent of Lender make any material alterations, modifications, additions, substitutions, subtractions or improvements to the Equipment which materially decrease the value or the functional capabilities of the Equipment or which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is required to be delivered to the Lender, the Obligor, at its sole cost and expense, and at the request of the Lender, will remove all alterations, modifications and additions and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted.

(b) Notwithstanding the provisions of subparagraph (a) of this section, the Obligor may, with the prior written consent of the Lender, substitute for parts, elements, portions or all of the Equipment, other parts, elements, portions, equipment or facilities; provided, however, that any substitutions made pursuant to the Obligor's obligations to make repairs referenced under Section 7.01 or 8.01 hereof shall not require such prior written consent. The Obligor shall make any such permitted substitutions using only parts, elements, equipment or other material of equal quality to those contained in the Equipment as originally delivered to the Obligor by the Vendor thereof. The Obligor shall provide such documents or assurances as the Lender may reasonably request to maintain or confirm Lender's security interest in the Equipment as so modified or substituted.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. Unless the Obligor shall have exercised the option to prepay its Loan Payments with respect to the Equipment by making payment of the Prepayment Price as provided herein, if during the term of an Agreement (a) the Equipment or any portion thereof is destroyed (in whole or in part), lost, secreted, stolen or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of the Obligor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental authority, then the Obligor shall, at Lender's option in consultation with Obligor, promptly either: (i) pay to Lender and Issuer from the Net Proceeds (as defined below) an amount equal to the Prepayment Price of such item (and all other amounts due hereunder) as of the next following Loan Payment date; or, (ii) replace such equipment with other replacement equipment of like kind and having the same or greater value, utility and useful life. Notwithstanding any such event of loss or condemnation, in the event of any such substitution, the Obligor's obligation to make payments hereunder shall continue without abatement or delay.

In the event of any substitution of Equipment, immediately upon the effectiveness of such substitution and without further act, (i) title to such replacement equipment shall vest in Obligor free and clear of all liens other than the first priority security of Lender hereunder; (ii) Obligor's title to the replaced equipment shall be free and clear of all rights of the Lender's liens and shall no longer be deemed Equipment hereunder; and, (iii) such replacement equipment shall become Equipment for all purposes under this Master Financing Agreement. Upon the substitution of replacement equipment, the following documents shall be duly authorized, executed and delivered by the respective party or parties thereto, and shall be in full force and effect upon delivery to the Lender:

- (a) a full warranty bill of sale in form and substance satisfactory to the Lender, covering the replacement equipment, executed by the Vendor thereof;
- (b) evidence satisfactory to Lender that the replacement equipment being substituted is of like kind and has equal or greater value, useful life and utility than the Equipment it replaces;
- (c) all documentation reasonably requested by Lender to effectuate a first-in-priority lien and security interest in the replacement equipment being substituted; and,
- (d) all other documents Lender reasonably deems necessary.

For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorney's fees) incurred in the collection of such claim or award.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement referred to in Section 8.01 hereof, the Obligor shall either (i) complete the work to the satisfaction of the Lender, and pay any cost in excess of the amount of the Net Proceeds, in which event if the Obligor shall make any payments pursuant to the provisions of this section, the Obligor shall not be entitled to any reimbursement therefor from the Lender or Issuer nor shall Obligor be entitled to any diminution of the amounts payable under Article V hereof; or (ii) if the Obligor is not then in default hereunder, pay to or cause to be paid to the Lender the amount of the then applicable Prepayment Price and all money due to the Issuer hereunder, and, upon such payments, the Note Term shall terminate and the Lender's security interest in the Equipment shall terminate as provided in Article X hereof. The amount of the Net Proceeds in excess of the then applicable Prepayment Price plus all other amounts due hereunder, if any, may be retained by the Obligor.

ARTICLE IX

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. THE LENDER AND ISSUER MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, TITLE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY COMPONENT THEREOF OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND, AS TO THE LENDER AND ISSUER, THE OBLIGOR'S PURCHASE OF THE EQUIPMENT SHALL BE ON AN 'AS IS' BASIS. All such risks, as between the Lender, Issuer and Obligor, are to be borne by the Obligor. Without limiting the foregoing the Lender and Issuer shall have no responsibility or liability to the Obligor or any other person with respect to any of the following: any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; the use, operation or performance of the Equipment or any risks relating thereto; any interruption of service, loss of business or anticipated profits or consequential damages; or the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment. If, and so long as, no default exists under an Agreement, the Obligor shall be, and hereby is, authorized during the term of the Agreement to assert and enforce, at the Obligor's sole cost and expense, from time to time, in the name of and for the account of the Lender and/or Obligor, as their interests may appear, whatever claims and rights the Obligor or Lender may have against the Vendor or any prior title holder or possessor of the Equipment. In no event shall the Lender or Issuer be liable for any loss or damage in connection with or arising out of any Agreement, the Equipment, or the existence,

furnishing, functioning or the Obligor's use of any item or products or services provided for in this Master Financing Agreement.

Section 9.02. Vendor's Warranties. The Lender and the Issuer hereby irrevocably appoint the Obligor their agent and attorney-in-fact during the Note Term, so long as the Obligor shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which the Lender or Issuer may have against the Vendor. Obligor's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against either or both of the Lender and Issuer, nor shall such matter have any effect whatsoever on the rights and obligations of the Lender with respect to this Master Financing Agreement, including the right to receive full and timely payments under this Master Financing Agreement and each Note. The Obligor expressly acknowledges that in the Lender's capacity as Lender hereunder the Lender makes, and the Issuer makes, and has made hereunder, no representation or warranty whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

9.03. Additional Payments. The Obligor shall pay to the Lender and Issuer, as Additional Payments hereunder, in addition to the Loan Payments payable by the Obligor, such amounts in each year as shall be required by the Lender or Issuer in payment of any reasonable costs and expenses, incurred by the Lender or Issuer in connection with the execution, performance or enforcement of this Master Financing Agreement, the financing of the Equipment to the Obligor, including but not limited to payment of all reasonable fees, costs and expense and all reasonable administrative costs of the Lender or Issuer in connection with the Equipment, reasonable expenses (including, without limitation, attorneys' fees and disbursements), reasonable fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other reasonable, direct and necessary administrative costs of the Lender or Issuer or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, each Agreement. Such Additional Payments shall be billed to the Obligor by the Lender or Issuer from time to time, together with a statement certifying that the amount so billed has been paid by the Lender or Issuer for one or more of the items described, or that such amount is then payable by the Lender or Issuer for such items. Amounts so billed shall be due and payable to the Lender within thirty (30) days after receipt of the bill by the Obligor.

ARTICLE X

PREPAYMENT

Section 10.01. Prepayment Rights. The Obligor shall be entitled to prepay its Loan Payments with respect to the Equipment identified on a particular Equipment Schedule, and the Lender's security interest, and any interest of Issuer, therein shall be terminated upon written notice delivered at least thirty (30) days in advance of any date on which a Loan Payment is due and upon the payment on such date of the Loan Payment due, all other amounts due hereunder, and the applicable Prepayment Price, which includes a prepayment premium, if any, as therein specified in the applicable Equipment Schedule

and applicable Note, on the principal balance then outstanding representing a reasonable estimate of damages, which are not reasonably ascertainable on the date hereof and will not be ascertainable upon the date of any prepayment, to be incurred by the Lender as a result of the prepayment of the Prepayment Price, unless otherwise provided by the applicable Equipment Schedule.

Section 10.02. Consummation of Purchase. The Lender's security interest in the Equipment identified in a particular Equipment Schedule shall be terminated and released automatically in conjunction with the receipt of the full Prepayment Price or the final Loan Payment due thereunder, together with any Additional Payments due and owing with respect to such Equipment, unless an Event of Default hereunder shall have occurred and be continuing as of such date. Such date may at the discretion of the Lender be extended for such additional period as the Lender's counsel reasonably determines to be necessary to reflect the impact of, and avoid the risks related to, bankruptcy-related laws. On such date, the Lender shall deliver to the Obligor such deeds, termination statements, bills of sale and other documents and instruments as the Obligor shall reasonably require to evidence the release of all right, title and interest of the security interest of the Lender in such Equipment to the Obligor free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the Lender.

Section 10.03. Mandatory Prepayment.

(a) An Agreement shall be subject to mandatory prepayment upon the occurrence of an Event of Default.

(b) If all or substantially all of the assets of the Obligor, AGH or WPAHS including the Obligor's or AGH's or WPAHS' interest in this Master Financing Agreement and the Equipment, are acquired in any manner by another entity, the Obligor may be required, at the direction of the Lender, to prepay in whole the then applicable Prepayment Price of all Equipment identified under any Equipment Schedule to this Master Financing Agreement if, among other pertinent reasons, Lender in its reasonable discretion determines that the creditworthiness of the other entity immediately after the acquisition is less than the creditworthiness of Obligor, WPAHS or AGH, as appropriate, immediately before the acquisition.

ARTICLE XI

REGISTRATION AND TRANSFER OF NOTE,
ASSIGNMENT, INDEMNIFICATION, MORTGAGING AND SELLING

Section 11.01. Registration of Note; Transfer and Assignment by Lender.

(a) Upon the transfer of any Note, the Obligor or Lender shall act as note registrar ("Note Registrar") for the registration and transfer of each Note hereunder, and as such shall keep the Note Register to evidence the registration, transfer and exchange of each Note at its principal office. The Note Register may be kept in any form that maintains

a record of the registered owners of each Note and their addresses, including without limitation copies of each Note, assignments thereof or notices of assignments thereof.

(b) Any Note may be transferred without the necessity of obtaining the consent of Issuer or Obligor, but only upon the Note Register upon surrender thereof to the Note Registrar accompanied by (i) an assignment in substantially the form attached to such Note duly executed by the registered owner thereof or such registered owner's attorney or legal representative, (ii) a copy of a notice of assignment sent to Obligor identifying the name, address and tax identification number of the transferee. Upon any such transfer, at the direction of the Note Registrar, Issuer shall execute and deliver in exchange for such Note a new Note registered in the name of the transferee, of the same series, of the same outstanding principal amount, maturing in the same amounts at the same times and bearing interest at the same rate. Lender shall have the right to request Issuer to approve one or more transfers or retransfers pursuant to a public offering of any Note or Lender's interests thereon, but such approval shall be in Issuer's sole discretion.

(c) Issuer and Note Registrar may make a charge against any registered owner representing transfer of a Note for every such transfer in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer and such charge shall be paid before any such new Note shall be delivered. The reasonable fees and charges of Issuer and Note Registrar for making any transfer or exchange shall be paid by Obligor.

(d) The person in whose name any Note shall be registered on the Note Register shall be deemed and regarded by Issuer and Obligor as the absolute owner of such Note for all purposes, and payment of or on account of the principal of and prepayment premium, if any, and interest on any such Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) The Agreement related to any Note transferred hereunder and the right to receive Loan Payments and the Prepayment Price from Obligor thereunder, shall automatically be assigned to any transferee of Lender or any other registered owner of such Note without the necessity of any separate instrument of assignment so that the registered owner of such Note is also the owner of such Agreement and such rights. Issuer and Obligor agree to execute all documents including notices of assignment and amendments to financing statements, which may be reasonably requested by any such owner to protect their interest in the Equipment and the related Agreement; provided, however, that Issuer will not execute or approve such documentation until Obligor makes payment to Issuer for all reasonable costs and expenses, if any, including without limitation, reasonable attorney's fees paid or incurred by the Issuer in connection with the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such Note assignment.

Section 11.02. No Sale, Assignment or Subleasing by Obligor. This Master Financing Agreement and the interest of the Obligor in the Equipment may not be sold, assumed, assigned or encumbered by the Obligor (other than the lease to AGH and another affiliate) without the prior written consent of Lender and an opinion of Bond Counsel addressed to Lender and Issuer to the effect that the exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action. No agreement or interest therein and no Equipment shall be subject to involuntary assignment, sublease, transfer or sale or to assignment, sublease, transfer or sale by operation of law in any manner whatsoever except as expressly provided in this Master Financing Agreement, and any such attempted assignment, sublease, transfer or sale shall be void and of no effect and shall, at the option of either the Lender or the Issuer, constitute an Event of Default hereunder.

Section 11.03. (a) Indemnification. As to this Master Financing Agreement and each Agreement, the Obligor agrees: (i) to indemnify and hold harmless the Lender and the Issuer and their agents, employees, officers, attorneys and directors from and, at the Obligor's expense, defend the Lender and Issuer and their agents, employees, officers, attorneys and directors against any and all claims, actions, proceedings, expenses, damages or liabilities whatsoever, and expenses in connection therewith including, without limitation, attorneys' fees and expenses, penalties and interest, arising out of or as the result of the entering into of this Master Financing Agreement and each Agreement including expenses and fees arising out of events described in paragraph (b) of this Section 11.03; the ownership of any item of the Equipment governed thereby; any act of negligence of the Obligor, its officers, agents, contractors, servants, employees, licensees or invitees in connection with such Equipment or agreement; the recovery of claims under insurance policies on such Equipment; the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of such Equipment; arising out of or as a result of any violation of or non-compliance with any applicable environmental law or permit as such may relate to the Equipment or any use thereof; arising out of any treatment, handling, storage, processing or disposal or related aspect or action with respect to environmental matters as such may relate to the Equipment or any use thereof; or any accident in connection with the operation, use, condition, possession, storage or return of any item of such Equipment, any of the foregoing of which result in damage to property or the injury to or death of any person including, without limitation, latent and other defects, whether or not discernable by the Lender, Issuer or Obligor and any claim for patent, trademark or copyright infringement; (ii) that the indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations hereunder or under any Agreement or the termination of the Note Term for any reason; and (iii) that it shall not withhold or abate any portion of the payments required pursuant to such Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment governed thereby. All amounts which become due from the Obligor under this section shall be payable by the Obligor within thirty (30) days following demand therefor by the Lender or the Issuer and shall survive the termination or expiration of this Master Financing Agreement and the subject Agreement.

(b) Tax Indemnification. If at any time there is a Determination of Taxability with respect to any Note, Lender shall either instruct Issuer by written notice to Issuer and Obligor to call, and upon the giving of such notice, Issuer shall be deemed to have called such Note for redemption at the applicable Purchase Price (plus accrued and unpaid interest) on the date specified in such notice (which shall be within 30 days of the Determination of Taxability) or the Note shall begin bearing interest at the Gross-Up Rate and the Payments shall be adjusted accordingly. In addition, regardless of which alternative is chosen, Obligor shall make a payment to Lender on such call date, or on the date of the first Note payment after the Determination of Taxability, as the case may be, sufficient to indemnify Lender on an After-Tax Basis for any Federal, state or local taxes imposed on any prior Interest Payment as a result of such Determination of Taxability.

Section 11.04. Limitations of Liability. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Lender, its assignees, if any, or the Issuer be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, down time costs or claims of the Obligor's patients for such damages, or costs and claims associated with any treatment, handling, storage, processing or disposal or related aspect or action incurred with respect to environmental matters, and the Obligor shall indemnify and hold harmless the Lender and Issuer from any such damages.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default. The following constitute "Events of Default" under this Master Financing Agreement:

- (a) failure by the Obligor to pay to the Lender within ten (10) days of when due any Loan Payment or to pay any other payment required to be paid hereunder or under any other Agreement between the Lender and Obligor; or
- (b) failure by the Obligor to maintain insurance on the Equipment in accordance with Section 7.04 hereof; or
- (c) failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder, including without limitation, a breach of the Obligor's tax covenants contained in Section 2.03 hereof, or under any other Agreement between the Lender and the Obligor or the Issuer and Obligor, as the case may be, for a period of thirty (30) days after written notice is given to Obligor by the Lender or the Issuer, specifying such failure and requesting that it be remedied or performed provided that if corrective action is

instituted by the Obligor within the applicable period and diligently pursued, the Lender and the Issuer shall not unreasonably withhold consent to an extension of the time period to address the default; or

(d) initiation by the Obligor of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Obligor; or

(e) the Obligor (i) is determined by the Lender or the Issuer to have made any material false or misleading statements or representation in connection with an Agreement, or (ii) sells, assigns, subleases, or otherwise transfers or encumbers all or any part of its interest in an Agreement or the Equipment to any entity other than AGH and other affiliates without the Lender's and the Issuer's prior written consent.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Lender shall have the right, at its sole option, without any further demand or notice, to declare the unpaid principal portion of all Loan Payments (and the related Note or Notes) under any or all of the Agreements to be immediately due and payable and upon any such declaration to take any one or any combination of the following remedial actions with respect to the Equipment financed under the Agreements affected by such acceleration, except insofar as the same are not available to secured parties under Article 9 of the UCC or are otherwise prohibited by applicable law:

(a) Require the Obligor to assemble the Equipment at a place reasonably convenient to both the Lender and Obligor; and use or operate the Equipment for the purpose of preserving it;

(b) With or without terminating this Master Financing Agreement or any Agreement, take possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of the Lender or the Obligor; provided that the Obligor shall remain directly liable for the deficiency, if any, between (i) the rent or other amounts paid by a lessee of the Equipment pursuant to such lease or sublease during the same period of time, after deducting all costs and expenses, including reasonable attorney's fees and expenses incurred with respect to the recovery, repair and storage of the Equipment during such period of time and (ii) the sum of the Prepayment Price plus Additional Payments and all other amounts due hereunder:

(c) With or without terminating this Master Financing Agreement or any Agreement, take possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and sell any or all of the Equipment at a public or private sale, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Equipment, with ten (10) days' notice

to the Obligor, all free and clear of any rights of the Obligor; provided that any and all such actions be taken in a commercially reasonable manner, all proceeds from such sale to be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses,

SECOND, to pay (i) the Lender the amount of all unpaid Loan Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the Lender the then applicable Prepayment Price (taking into account the payment of past due Loan Payments as aforesaid), plus a pro-rata allocation of interest, at the rate utilized to establish the interest component for the Loan Payment next due pursuant to the applicable Equipment Schedule, from the next preceding due date of a Loan Payment until the date of payment by the buyer, and (iii) the Lender and Issuer any other amounts due hereunder, including indemnity payments, reimbursement of any advances, Additional Payments and other amounts payable to the Lender or Issuer hereunder, and

THIRD, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Equipment, to the Obligor;

(d) Proceed by appropriate court action to enforce performance by the Obligor of the applicable covenants of this Master Financing Agreement or to recover for the breach thereof, including the payment of all amounts due from the Obligor, in which event the Obligor shall pay or repay to the Lender all costs of such action or court action including without limitation, reasonable attorneys' fees; and

(e) Take whatever action at law or equity may appear necessary or desirable to enforce its rights or the rights of the Issuer with respect to the Equipment, in which event the Obligor shall pay or repay to the Lender and the Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees.

Notwithstanding any other remedy exercised hereunder, the Obligor shall remain obligated to pay to the Lender any unpaid portion of the Purchase Price. To the extent permitted by applicable law, the Obligor hereby waives any rights now or hereafter conferred by statute or otherwise which might require the Lender to use, sell, lease or otherwise dispose of any Equipment in mitigation of the Lender's damages or which might otherwise limit or modify any of the Lender's rights hereunder.

All of the Obligor's right, title and interest in any Equipment the possession of which is retaken by the Lender upon the occurrence of any Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to the Lender, and the Obligor's rights in such Equipment shall terminate immediately upon such repossession.

Section 12.03. Return of Equipment. If an Event of Default has occurred and is continuing, the Obligor shall allow the Lender to recover the Equipment at the Obligor's sole cost and expense, including without limitation, all costs of transportation. The cost of all transportation of Equipment of any nature prior to the expiration or prior termination of an Agreement will be at the Obligor's sole expense. In the event that the Obligor makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of the Obligor.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Master Financing Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any such right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article XII. In any event the Lender shall have no recourse against the Issuer for an Event of Default hereunder. All remedies herein conferred upon or reserved to the Lender or Issuer shall survive the termination of this Master Financing Agreement.

Section 12.05. Late Charge; Interest on Late Payment. Any Loan Payment, Additional Payments or other amounts payable by the Obligor to or for the benefit of the Lender or Issuer hereunder and not paid by the Obligor on the due date thereof or amounts advanced by the Lender under Section 7.05 shall, to the extent permissible by law, bear a one-time late charge equal to four percent (4%) of the amount of the past due Loan Payment, Additional Payments or other amounts. In addition, any amounts unpaid or so advanced, will bear interest at the lower of 18% and the highest rate permitted by law from the due date or the date advanced until the date paid.

ARTICLE XIII

APPLICATION OF PROCEEDS, ACCEPTANCE

Section 13.01. Application of Note Proceeds. The Lender shall pay or provide the Note Proceeds in the amount and to the persons identified on the applicable Equipment Schedule pursuant to the terms of the schedule. If approved by the Lender and the Issuer, in their sole discretion, an amount not exceeding 2% of the Note Proceeds, together with funds provided by the Obligor, estimated to be needed to pay the costs associated with executing the Equipment Schedule, including the Initial Administrative Fee, if any, shall be disbursed or credited at the execution of each Agreement as payment of the costs associated with execution of such Agreement and the issuance of the related Note.

Section 13.02. Completion of Acquisition of the Equipment. The Obligor shall cause the Equipment to be acquired and installed free of any liens or claims of others except for this Master Financing Agreement. Completion of the acquisition of the Equipment identified by a particular Equipment Schedule shall be evidenced by the Obligor's filing with Lender a Certificate of Acceptance. At such time the Issuer and Lender shall execute and deliver such documents or assurances, including amendments to UCC filings, as may be necessary to reflect accurately the items of Equipment financed by the Note Proceeds derived from such Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. All notices pursuant to this Master Financing Agreement shall be in writing, may be delivered by messenger, facsimile, tested telex or certified mail, return receipt requested, and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth in the first paragraph herein, or at such other address or to the attention of such other person as such party shall have designated for such purpose in a written notice.

Section 14.02. Binding Effect. This Master Financing Agreement shall inure to the benefit of and shall be binding upon the Lender, Issuer, Obligor and their respective successors and assigns, if any.

Section 14.03. Severability. In the event any provision of this Master Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. To the extent permitted by law, the terms of this Master Financing Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 14.05. No Recourse under this Master Financing Agreement or any Agreement. All covenants, stipulations, promises, agreements and obligations of the Lender, Issuer and Obligor contained in this Master Financing Agreement and any Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lender, Issuer and Obligor respectively, and not of any director, member, officer or employee of the Lender, Issuer or Obligor or any person executing this Master Financing Agreement or any Agreement.

Section 14.06. Execution in Counterparts. This Master Financing Agreement or any Equipment Schedule may be executed in several counterparts, each of which shall

be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Master Financing Agreement or Equipment Schedules by signing any such counterpart.

Section 14.07. Applicable Law. This Master Financing Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Section 14.08. Jury Trial Waiver. THE PARTIES TO THIS MASTER FINANCING AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS MASTER FINANCING AGREEMENT, ANY AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS MASTER FINANCING AGREEMENT, ANY AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 14.09. Captions. The captions or headings in this Master Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Financing Agreement.

Section 14.10. Entire Agreement. This Master Financing Agreement together with Equipment Schedules, and the attachments thereto, attached hereto constitutes the entire agreement between the Lender, Issuer and Obligor. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Master Financing Agreement or the Equipment financed hereunder. All terms and conditions of any purchase order or other documents submitted by the Obligor in connection with this Master Financing Agreement which are in addition to or inconsistent with the terms and conditions of this Master Financing Agreement will not be binding on the Lender and will not apply to this Master Financing Agreement. An Agreement, including the respective Equipment Schedule and exhibits hereto, shall not be effective or binding upon the respective parties hereunder until it is executed on its behalf by one of its authorized officers.

Section 14.11. Waiver. The Lender's, Issuer's or Obligor's failure to enforce at any time or for any period of time any provision of an Agreement shall not be construed

to be a waiver of such provision or of the right of the Lender, Issuer or Obligor thereafter to enforce each and every provision. No express or implied waiver by the Lender, Issuer or Obligor of any default or remedy of default shall constitute a waiver of any other default or remedy of default, or a waiver of any of the Lender's, Issuer's or Obligor's rights.

Section 14.12. Disclosure of Information. Except as may be otherwise consented to in a subsequent writing signed by a duly authorized representative of the Lender and the Issuer, any information, suggestion or idea transmitted by the Obligor to the Lender or the Issuer is not to be regarded as secret or submitted in confidence and no compensation of any kind or in any amount will be paid to the Lender or the Issuer if either of such parties elect to use such information, suggestion or idea.

Section 14.13. Survivability. All of the limitations of liability and indemnities contained in an Agreement shall continue in full force and effect notwithstanding the expiration or early termination of the Agreement and are expressly made for the benefit of, and shall be enforced by, the Lender, Issuer and Obligor, or their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

LENDER:

BANC OF AMERICA PUBLIC
CAPITAL CORP

By: _____

Title: _____

ISSUER:

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By:  _____

Title: _____

OBLIGOR

WEST PENN ALLEGHENY
FOUNDATION, LLC

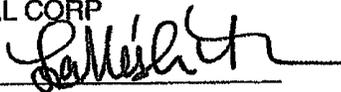
By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

LENDER:

BANC OF AMERICA PUBLIC
CAPITAL CORP

By: 

Title: Vice President

ISSUER:

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: _____

Title: _____

OBLIGOR

WEST PENN ALLEGHENY
FOUNDATION, LLC

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

LENDER:

BANC OF AMERICA PUBLIC
CAPITAL CORP

By: _____

Title: _____

ISSUER:

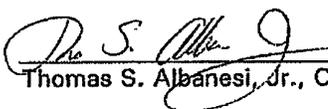
ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: _____

Title: _____

OBLIGOR

WEST PENN ALLEGHENY
FOUNDATION, LLC

By: 
Thomas S. Albanesi, Jr., CPA, FHFMA

Title: Assistant Treasurer

Document Divider

SCHEDULE NO. 1

TO MASTER FINANCING AGREEMENT
By and Between

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

and

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY,
as Issuer

and

WEST PENN ALLEGHENY FOUNDATION, LLC,
as Obligor

Dated as of December 29, 2006

THIS SCHEDULE NO. 1 (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of December 29, 2006, by and among Banc of America Public Capital Corp, as lender ("Lender"), Allegheny County Hospital Development Authority, as issuer ("Issuer") and West Penn Allegheny Foundation, LLC, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. 1 jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Notes, Series B of 2006 (West Penn Allegheny Foundation, LLC Project) which shall consist of four (4) notes, one for each Schedule to the Master Financing Agreement, the note for this Schedule No. 1 is Series B-1 of 2006 (the "Series B-1 Note"), in the principal amount of \$6,089,722, and Issuer shall issue the Series B-1 Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series B-1 Note Proceeds by Lender in accordance with Obligor's Payment Instructions. Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment").
2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall serve the medical community throughout Allegheny County and western Pennsylvania, and have its base of operation located at Allegheny General Hospital, 320 East North Avenue, Pittsburgh, Allegheny County, Pennsylvania. It is possible that at any time during the term of this Agreement, Obligor upon notice to Purchaser shall move its base of operation to any of the following locations. (i) Indiana Regional Medical Center, White Township, Indiana County, Pennsylvania; (ii) Rostraver Airport, Belle Vernon, Westmoreland County, Pennsylvania; or, (iii) Greensburg-Jeannette Regional Airport, Greensburg, Westmoreland County, Pennsylvania.

3. Issuer is issuing the Series B-1 Note in the principal amount of \$6,089,722 to finance the costs of the Equipment. The proceeds of the Series B-1 Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made to Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series B-1 Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series B-1 Note.
4. The Series B-1 Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is \$6,089,722, of which \$107,047 is for the costs of issuing the Series B Notes. The Series B-1 Note Proceeds shall be disbursed in accordance with Obligor's Payment Instructions. The Loan Payment dates and the Loan Payment amounts (including the principal and interest components thereof) are as set forth in Exhibit 2 hereto.
5. The Issuer's Initial Administrative and Legal Fee in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$23,600.00. The Annual Administrative Fee charged by the Issuer in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$6,000.00, and is due on the closing date and on each December 1st thereafter, so long as any Series B Note remains outstanding.
6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 31682
Tampa, Florida 33631-3682

All payments to Issuer are to be paid to the Issuer at the following address:

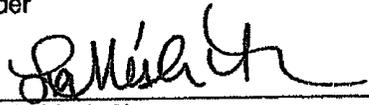
Allegheny County Hospital Development Authority
425 Sixth Avenue, Suite 800
Pittsburgh, Pennsylvania 15219
Attn: Authorities Manager

7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-1 Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.
8. Issuer further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-1 Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.
10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Obligor's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed.
11.
 - (a) The Series B-1 Note and the Loan Payments are subject to prepayment pursuant to Section 10.01(b) of the Master Financing Agreement at the prepayment premium set forth in Exhibit 2 hereto.
 - (b) In the event of a prepayment of the Loan Payments and the Series B-1 Note pursuant to Article VIII or Section 10.03 of the Master Financing Agreement, the prepayment premium shall be as set forth in Exhibit 2 hereto.
 - (c) In the event of any prepayment of the Loan Payments and the Series B-1 Note pursuant to Section 11.03 (b) of the Master Financing Agreement, the prepayment premium shall be the same as for a prepayment under Section 10.01(b) of the Master Financing Agreement and paragraph 11(a) above.
 - (d) Obligor shall prepay the Loan Payments, and the Series B-1 Note shall be prepaid simultaneously, on June 28, 2008, or such later date as agreed to by the Lender, Issuer and Obligor, at a prepayment price equal to the outstanding principal amount thereof being prepaid plus any accrued but unpaid interest if the conditions set forth in Section 2.03 of the Escrow Agreement, dated as of December 29, 2006, among Lender, Obligor and Deutsche Bank, National Association, as Escrow Agent, have not been satisfied by that date.
12. Attached hereto as Exhibit 3 and incorporated herein by reference is an Addendum Relating to Helicopter.
13. Attached hereto as Exhibit 4 and incorporated herein by reference is a Cape Town Convention Rider.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: 
Name: LaMesh Abram
Title: Vice President

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. _____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

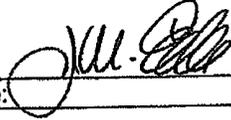
IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By:  _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

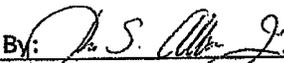
An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By:  _____
Name: Thomas S. Albanesi, Jr., CPA, FHMFA
Title: Assistant Treasurer

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Document Divider

Exhibit A

Aircraft Description:

One (1) 2006 Eurocopter Deutschland GMBH Model MBB-BK 117 C-2 Rotorcraft that consists of the following components:

- a) Airframe bearing FAA Registration Mark N131LF and manufacturer's serial number 9096
- b) Two (2) Turbomeca Model Arriel 1E2 engines bearing manufacturer's serial numbers 18806 and 18802
- c) One (1) Eurocopter Main Gear Box bearing manufacturer's serial number KA-0668
- d) One (1) Eurocopter Interned Main Gear Box bearing manufacturer's serial number 984
- e) Four (4) Eurocopter Main Rotor Blades bearing serial numbers 660, 656, 655, and 653
- f) Two (2) Eurocopter Tail Rotor Blades bearing manufacturer numbers 321 and 484
- g) One (1) Eurocopter Tail Rotor Gear Box bearing manufacturer's serial number 1019

Avionics:

NVG Compatible
COM/NAV/GPS w/GA56 Ant GNS530 Garmin
XM Radio & Wx satellite data link GDL69A Garmin
COM Antenna CI 211-1 Comant
COM/NAV/GPS w/GA56 Ant GNS430 Garmin
Standby NAV Ind. GI 106A Garmin
NAV Antenna DMN4-4 D&M
Splitter CI 1125 Comant
COM Antenna CI 2480-201 Comant
Radar Altimeter w/out Indicator KRA405B Honeywell
(2) Rad Alt Antenna S67-2002 Sensor
Cooling Fan KA-33 Honeywell
DME Transceiver DME-441B (DME-42) Collins
DME Antenna CI 105-6 Comant
Marker Beacon KR21 Bendix King
Marker Antenna CI 118-5(6) or (10) Comant
Transponder System, Mode S GTX-330 Garmin
Transponder Antenna CI 105-6 Comant
Flight Following Tracking System Sky Connect/SkyTrac
(2) Radio Master
Dimmer System
Circuit Breakers MS3320-X
ELT ELT100HM(C406-HM) Artex
Audio Panel - Pilot AA95 NAT
Audio Panel - Copilot AA95 NAT
Audio Panel - Medical AA95 NAT
Audio Isolate System AA31 NAT
Headsets, (2) ea H10-13H David Clark
Coil Cords, (6) ea CIX-404 Comm Innovations
FM Transceiver TFM550 Technisonic
FM Control PLF250 Technisonic
Remote FM Control RC550 Technisonic
800 Mhz FM Transceiver TDFM0680 P391 Technisonic
FM UHF Antenna CI 275 Comant
FM VHF Antenna CI 177 Comant
VHF Lo Antenna S65-8282-34 Sensor Systems
800 MHz Antenna CI 310-20 Comant
TAS w/o display SKY497 Skywatch
Terrain Avoidance Mark XXI Bendix King
Multi-function display GMX200 Garmin
Rev XI Dec 14 2006

Radar w/o Indicator RDR2000-04 Honeywell
Radome Included Norton
NVG Compatible ASU

Other Features:

VERSION II (SPIFR/MEGHAS/CPDS) - FACTORY INSTALLED
Bleed Air Heating
40Ah Battery, 24V
MEGHAS Sensor Kit
AFCS
2nd Portable Fire Extinguisher
Meghas Displays (2 x SMD45H) w/Battery Relocation
Dual Controls (w/Manual engine back-up and additional switches)
Copilot Controls Covers
Ventilation for Avionic Deck
Fuzz Burner Engines
Chip Detectors for Tail Rotor and Intermediate Gearbox
Engine Compressor Washing Device
Map Case in Copilot Door
Clamshell Door Window - LH
Clamshell Door Window - RH
Tinted Sunshades for Cockpit Windshield, Roof Section Pilot and Copilot
Comfort Improvement Kit
Wire Strike Protection System - Fixed Provisions
AHRS Free Steering Mode
Landing & SearchLight 200/400 W-Fixed Parts
Additional Electrical Unit

Additional Airframe Equipment:

B8541-001-20 Wire Strike Protection System, Detachable parts
B3111-001-03 7" Panel Extension w/Copilot Glareshield
Fuzz Burner-Tail Rotor & Intermediate GearBox
Fuzz Burner-Main Gear Box.
Chip Detector-Main Gear Box.
Tie Down Rings
Tail Rotor Floodlight, Metro
Air Conditioning System, Mechanical Driven, Dual Evaporator
Hi-Viz Paint MRB - One Color (Yellow)
SX-5 Complete
ALL NVG (Cabin & Cargo comp. Not External Lights)
Landing and SearchLight 200/400 W - Removable Parts
Ground Handling equipment
Fixed Landing lights on aft section of aircraft
Paint Scheme 3-color w/ Interior to match
Standard Aircraft Covers
Sliding windows for cockpit
Horizontal stabilizer lights with LED anti-collision light
Snap vents for cabin
Lashing Points (hard installed SN 9096)
Multi-Purpose Fittings - RH Bulkhead (hard installed SN 9096)
Tinted RH Aft Window
Tinted LH Aft Window
Tinted RH Mid Window

Air Medical Interior: Vendor Installed -FAA Certified
Suction System with 2 Outlets

First AFT facing tracking and swiveling seat
Second AFT facing swivelling rotating seat
Third FWD/AFT facing swiveling rotating seat
Cabinet with Drawers
Primary IV Rail/Hooks
Secondary IV Rail/Hooks
Portable Oxygen Mount on clamshell doors "D"
Portable Oxygen Mount behind pilot seat on the floor
Primary Litter (Ferno Powerflexx)
Secondary Litter (Low Profile Stowable at Aft Clamshell door) with Posilock System
LOX System (7.5 Liter external)
Medical Inverter with Line & Auto Switching
Cabin Flood LED Blue/White Lights (8 each)
Infusion Pump Mount (2 total)
Medical Equipment mounts for: Cardiac Monitor, Ventilator, and IV Pumps (Rail mtg system in medical wall)
Floor Mounts for Intra-Aortic Balloon Pump (1 set per aircraft)
Floor Mounts for Ventricular Assist Device
Medical wall on Primary Side
Metro Medical Floor (Aerolite Type)
Pouches per Customer Specification
Tape Holders for Rail
Wastebag Holder for Rail
Rail Mounts - RH/LH Aft Windows
Seat Covers - Dove Gray to include monogrammed headrest covers with hospital logo
Center Communication Console
LH/RH Slant Medical Switch Panels
Neonatal Litter on Powerflexx,
Spare LOX Bottle
Spare Powerflexx
Cockpit/Cabin Separation Curtain, NVG
(2 each aircraft) Streamlight Stingers with Chargers (1 in front and 1 in back)
Latex free Interior
All NVG

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Exhibit 2

West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9096

Average Life: 6.55 Years

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$6,089,722.00
1/29/2007	1	43,629.58	23,070.40	20,559.18	6,069,162.82
2/29/2007	2	43,629.58	22,992.52	20,637.06	6,048,525.76
3/29/2007	3	43,629.58	22,914.33	20,715.25	6,027,810.51
4/29/2007	4	43,629.58	22,835.86	20,793.72	6,007,016.79
5/29/2007	5	43,629.58	22,757.08	20,872.50	5,986,144.29
6/29/2007	6	43,629.58	22,678.01	20,951.57	5,965,192.72
7/29/2007	7	43,629.58	22,598.63	21,030.95	5,944,161.77
8/29/2007	8	43,629.58	22,518.98	21,110.62	5,923,051.15
9/29/2007	9	43,629.58	22,438.98	21,190.60	5,901,860.55
10/29/2007	10	43,629.58	22,358.71	21,270.87	5,880,589.68
11/29/2007	11	43,629.58	22,278.12	21,351.46	5,859,238.22
12/29/2007	12	43,629.58	22,197.23	21,432.35	5,837,805.87
1/29/2008	13	43,629.58	22,116.04	21,513.54	5,816,292.33
2/29/2008	14	43,629.58	22,034.54	21,595.04	5,794,697.29
3/29/2008	15	43,629.58	21,952.73	21,676.85	5,773,020.44
4/29/2008	16	43,629.58	21,870.61	21,758.97	5,751,261.47
5/29/2008	17	43,629.58	21,788.17	21,841.41	5,729,420.06
6/29/2008	18	43,629.58	21,705.43	21,924.15	5,707,495.91
7/29/2008	19	43,629.58	21,622.37	22,007.21	5,685,488.70
8/29/2008	20	43,629.58	21,539.00	22,090.68	5,663,398.12
9/29/2008	21	43,629.58	21,455.31	22,174.27	5,641,223.85
10/29/2008	22	43,629.58	21,371.31	22,258.27	5,618,965.58
11/29/2008	23	43,629.58	21,286.98	22,342.60	5,596,622.98
12/29/2008	24	43,629.58	21,202.34	22,427.24	5,574,195.74
1/29/2009	25	43,629.58	21,117.37	22,512.21	5,551,683.53
2/29/2009	26	43,629.58	21,032.09	22,597.49	5,529,086.04
3/29/2009	27	43,629.58	20,946.48	22,683.10	5,506,402.94
4/29/2009	28	43,629.58	20,860.55	22,769.03	5,483,633.91
5/29/2009	29	43,629.58	20,774.29	22,855.29	5,460,778.62
6/29/2009	30	43,629.58	20,687.70	22,941.88	5,437,836.74
7/29/2009	31	43,629.58	20,600.79	23,028.79	5,414,807.95
8/29/2009	32	43,629.58	20,513.55	23,116.03	5,391,691.92
9/29/2009	33	43,629.58	20,425.97	23,203.61	5,368,488.31
10/29/2009	34	43,629.58	20,338.07	23,291.51	5,345,196.80
11/29/2009	35	43,629.58	20,249.83	23,379.75	5,321,817.05

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2009	36	43,629.58	20,161.26	23,468.32	5,298,348.73
1/29/2010	37	43,629.58	20,072.35	23,557.23	5,274,791.50
2/29/2010	38	43,629.58	19,983.11	23,646.47	5,251,145.03
3/29/2010	39	43,629.58	19,893.52	23,736.06	5,227,408.97
4/29/2010	40	43,629.58	19,803.60	23,825.98	5,203,582.99
5/29/2010	41	43,629.58	19,713.34	23,916.24	5,179,666.75
6/29/2010	42	43,629.58	19,622.73	24,006.85	5,155,659.90
7/29/2010	43	43,629.58	19,531.79	24,097.79	5,131,562.11
8/29/2010	44	43,629.58	19,440.49	24,189.09	5,107,373.02
9/29/2010	45	43,629.58	19,348.86	24,280.72	5,083,092.30
10/29/2010	46	43,629.58	19,256.87	24,372.71	5,058,719.59
11/29/2010	47	43,629.58	19,164.54	24,465.04	5,034,254.55
12/29/2010	48	43,629.58	19,071.85	24,557.73	5,009,696.82
1/29/2011	49	43,629.58	18,978.82	24,650.76	4,985,046.06
2/29/2011	50	43,629.58	18,885.43	24,744.15	4,960,301.91
3/29/2011	51	43,629.58	18,791.69	24,837.89	4,935,464.02
4/29/2011	52	43,629.58	18,697.59	24,931.99	4,910,532.03
5/29/2011	53	43,629.58	18,603.14	25,026.44	4,885,505.59
6/29/2011	54	43,629.58	18,508.33	25,121.25	4,860,384.34
7/29/2011	55	43,629.58	18,413.16	25,216.42	4,835,167.92
8/29/2011	56	43,629.58	18,317.63	25,311.95	4,809,855.97
9/29/2011	57	43,629.58	18,221.74	25,407.84	4,784,448.13
10/29/2011	58	43,629.58	18,125.48	25,504.10	4,758,944.03
11/29/2011	59	43,629.58	18,028.86	25,600.72	4,733,343.31
12/29/2011	60	43,629.58	17,931.88	25,697.70	4,707,645.61
1/29/2012	61	43,629.58	17,834.52	25,795.06	4,681,850.55
2/29/2012	62	43,629.58	17,736.80	25,892.78	4,655,957.77
3/29/2012	63	43,629.58	17,638.71	25,990.87	4,629,966.90
4/29/2012	64	43,629.58	17,540.24	26,089.34	4,603,877.56
5/29/2012	65	43,629.58	17,441.41	26,188.17	4,577,689.39
6/29/2012	66	43,629.58	17,342.19	26,287.39	4,551,402.00
7/29/2012	67	43,629.58	17,242.61	26,386.97	4,525,015.03
8/29/2012	68	43,629.58	17,142.64	26,486.94	4,498,528.09
9/29/2012	69	43,629.58	17,042.30	26,587.28	4,471,940.81
10/29/2012	70	43,629.58	16,941.57	26,688.01	4,445,252.80
11/29/2012	71	43,629.58	16,840.47	26,789.11	4,418,463.69
12/29/2012	72	43,629.58	16,738.98	26,890.60	4,391,573.09
1/29/2013	73	43,629.58	16,637.11	26,992.47	4,364,580.62
2/29/2013	74	43,629.58	16,534.85	27,094.73	4,337,485.89
3/29/2013	75	43,629.58	16,432.20	27,197.38	4,310,288.51
4/29/2013	76	43,629.58	16,329.17	27,300.41	4,282,988.10
5/29/2013	77	43,629.58	16,225.74	27,403.84	4,255,584.26
6/29/2013	78	43,629.58	16,121.93	27,507.65	4,228,076.61
7/29/2013	79	43,629.58	16,017.71	27,611.87	4,200,464.74
8/29/2013	80	43,629.58	15,913.11	27,716.47	4,172,748.27
9/29/2013	81	43,629.58	15,808.11	27,821.47	4,144,926.80
10/29/2013	82	43,629.58	15,702.71	27,926.87	4,116,999.93
11/29/2013	83	43,629.58	15,596.91	28,032.67	4,088,967.26

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2013	84	43,629.58	15,490.71	28,138.87	4,060,828.39
1/29/2014	85	43,629.58	15,384.11	28,245.47	4,032,582.92
2/29/2014	86	43,629.58	15,277.10	28,352.48	4,004,230.44
3/29/2014	87	43,629.58	15,169.69	28,459.89	3,975,770.55
4/29/2014	88	43,629.58	15,061.87	28,567.71	3,947,202.84
5/29/2014	89	43,629.58	14,953.65	28,675.93	3,918,526.91
6/29/2014	90	43,629.58	14,845.01	28,784.57	3,889,742.34
7/29/2014	91	43,629.58	14,735.96	28,893.62	3,860,848.72
8/29/2014	92	43,629.58	14,626.50	29,003.08	3,831,845.64
9/29/2014	93	43,629.58	14,516.63	29,112.95	3,802,732.69
10/29/2014	94	43,629.58	14,406.34	29,223.24	3,773,509.45
11/29/2014	95	43,629.58	14,295.63	29,333.95	3,744,175.50
12/29/2014	96	3,758,360.00	14,184.50	3,744,175.50	-
TOTAL		\$ 7,903,170.10	\$ 1,813,448.10	\$ 6,089,722.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 5% of the entire principal balance if prepaid in the first, second and third year of the Note Term; 4% of the entire principal balance if prepaid in the fourth and fifth year of the Note Term; 3% of the entire principal balance if prepaid in the sixth year of the Note Term; 2% of the entire principal balance if prepaid in the seventh year of the Note Term; and 1% of the entire principal balance if prepaid in the eighth year of the Note Term.

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EXHIBIT 3

ADDENDUM RELATING TO HELICOPTER
TO SCHEDULE NO. 1 TO MASTER FINANCING AGREEMENT

THIS ADDENDUM (the "Addendum") is dated as of December 1, 2006 among Banc of America Public Capital Corp ("Lender"), Allegheny County Hospital Development Authority ("Issuer") and West Penn Allegheny Foundation, LLC ("Obligor").

Recitals

A. Lender, Issuer and Obligor are entering into a Master Financing Agreement dated as of December 1, 2006 (the "Master Financing Agreement") and Schedule No. 1 thereto, dated as of December 1, 2006 ("Schedule No. 1" and, together with the Master Financing Agreement, the "Agreement").

B. The Equipment described in the Agreement includes helicopter(s).

C. Lender's and Issuer's willingness to enter into the Agreement is subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. All terms capitalized but not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms of this Addendum and the Master Financing Agreement, the terms of this Addendum shall prevail.

2. Obligor hereby represents and warrants that all representations and warranties of Obligor contained in the Agreement are true and correct in all material respects as of the date hereof (except to the extent such relate solely to an earlier date) and that no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.

3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and effect and are hereby ratified and confirmed by Obligor.

4. All references in the Agreement to "Equipment" or "Aircraft" mean the helicopter described in Schedule No. 1 and include engines, main rotor systems, transmissions, all components of such helicopter and any and all attachments thereto (but not including any part that has been removed from the Equipment in connection with any substitution, replacement, or exchange permitted by and in accordance with the terms of any Agreement or related document signed by Lender and Obligor).

5. In addition to requirements contained in the Agreement, Lender's willingness to fund from the Equipment Acquisition Fund held by the Escrow Agent shall be subject to the conditions precedent that: (1) the Obligor and the Lender shall have acknowledged in writing that the lease of the helicopters by Obligor to Allegheny General Hospital and West Penn Allegheny Health System, Inc, the Agreement and all other documents contemplated in the Agreement are satisfactory in form and substance to each of them, and (2) Lender, and/or Federal Aviation Administration ("FAA") Counsel, shall have received all of the following in form and substance satisfactory to Lender, and/or FAA Counsel:

- (a) evidence of Obligor's reservation of an N number for the Equipment together with an assignment of the rights thereto to Lender, as assignee of Issuer;
- (b) evidence that the Equipment has been duly certified as to type and airworthiness by the FAA;
- (c) a Certificate of Acceptance executed by Obligor relating to the Equipment delivered to and accepted by Obligor;
- (d) a resolution of Obligor's governing board authorizing the acquisition and financing of the Equipment in form and substance acceptable to Lender;
- (e) evidence of insurance with respect to Equipment in compliance with Section 7(d) hereof;
- (f) Certificate of Aircraft Registration (AC Form 8050-3), or, if the Certificate of Aircraft Registration has not been issued, an Aircraft Registration Application (AC Form 8050-1);
- (g) Aircraft Bill of Sale (AC Form 8050-2);
- (h) Standard Airworthiness Certificate (AC Form 8100-2); and
- (i) FAA Security Agreement granting Lender a security interest in the Equipment;
- (j) A written opinion addressed to Lender from Lender's special FAA Counsel regarding, among other things, Lender's first priority mortgage on and security interest in the Aircraft, free and clear of all other liens, mortgages, security interests, pledges, title retentions, charges, financing statements or other encumbrances of any kind whatsoever ("Liens");
- (k) and any other documents or items reasonably requested by Lender or Issuer.

6. On the date Schedule No. 1 is funded, and/or Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Obligor further represents: (a) that all filings, recordings or other actions necessary or desirable in order to establish, protect and perfect the security interest created in favor of Lender with the FAA will have been effected, and all

taxes, fees and other charges in connection therewith shall have been duly paid; (b) that the helicopter engine has at least 550 rated take-off horsepower or its equivalent.

7. Obligor hereby agrees to the following:

(a) to promptly give written notice to Lender of (i) the occurrence of any Event of Default or any event which with notice, with lapse of time and/or with any further condition, event or act would constitute an Event of Default; (ii) the occurrence of any Event of Loss (defined in subsection 7(e)); (iii) the commencement or threat of any material litigation or proceedings affecting the Aircraft; and (iv) any dispute between Obligor and any governmental regulatory body or other party that involves the Aircraft;

(b) to (i) duly observe and conform to all requirements of any governmental authorities relating to the Aircraft; (ii) remain a citizen of the United States within the meaning of Subtitle VII of Title 49 of the United States Code, as amended and recodified; (iii) make any filing or registration with any governmental, administrative or agency entity which at the time shall be required with respect to the performance of its obligations under this Addendum and the operation of the Aircraft; (iv) cause the Aircraft to remain duly registered, in its name, under Subtitle VII of Title 49 of the United States Code, as amended and recodified; (v) maintain all Records (as defined below) to be maintained in respect of the Aircraft; (vi) permit Lender or its authorized representative to inspect the Aircraft or the Records maintained with respect thereto at any reasonable time or times.

Records shall mean the original versions of any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Aircraft (whether in existence as of, or created at any time after, the date the Equipment is accepted), including, without limitation, (i) all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer or supplier of the Aircraft (or any part thereof) with respect to the enforcement of warranties or otherwise, and (ii) with respect to the Airframe, any Engine, APU or Part, all records related to any manufacturer's maintenance service program, computerized maintenance monitoring program or engine maintenance program, which Records shall be at all times the property of Obligor.

(c) Obligor will not permit the Aircraft to be operated outside the continental United States without the prior written consent of Lender, which consent shall not be unreasonably withheld, or change its principal base from that specified on the Schedule relating thereto without prior written notice to Lender. Obligor further agrees not to operate the Aircraft in any area excluded from coverage by any insurance required by the terms hereof (or not specifically covered by such insurance), or in any recognized or threatened area of hostilities unless fully covered to Lender's satisfaction by hull, war, and political risk insurance. Obligor will operate or cause the Aircraft to be operated in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations relating thereto, and will cause the Aircraft to be operated in compliance

with the requirements of the insurance policies required herein, and in accordance with the manufacturer's or supplier's instructions or manuals and only by competent, duly qualified and certified personnel. Obligor will, at its own expense, or will cause its lessee(s) at their own expense to, maintain, service, repair, overhaul and test the Aircraft, and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved at a level which is the higher of, (i) its value, condition and operating efficiency when delivered to Obligor, reasonable wear and tear excepted, or (ii) the level required by any governmental authority having jurisdiction with respect thereto, and, in any case, the level necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under Subtitle VII of Title 49 of the United States Code, as amended and recodified, or as shall be required by any and all applicable FAA Airworthiness Directives and Service Bulletins. All such repairs, parts, mechanisms, devices and replacements shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. Obligor will not make or authorize any improvement, change, addition or alteration to the Aircraft if it will impair the originally intended function or use of the Aircraft, impair the value of the Aircraft as it existed immediately prior thereto, or violate any applicable industry standard or governmental law, rule, regulation or standard; and any Part (as defined below), mechanism, device or replacement added to the Aircraft in connection therewith shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. If requested by Lender in writing, Obligor shall, at its expense, attach to the Aircraft a notice satisfactory to Lender disclosing Lender's security interest in the Aircraft.

Parts shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment or property of whatever nature (other than Additions or Engines), which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or any Auxiliary Power Unit.

(d) Obligor agrees to maintain, or cause its lessee(s) to maintain, at all times, at its or its lessee(s) own cost and expense, with insurers of recognized responsibility reasonably satisfactory to Lender (but in no event having an A.M. Best or comparable agency rating of less than "A-"): (i) (A) comprehensive aircraft and general liability insurance against bodily injury or property damage claims including contractual liability, premises damage, public liability, death and property damage liability, and public and passenger legal liability coverage, in an amount not less than \$50,000,000.00 for each single occurrence, (B) personal injury liability in an amount not less than \$25,000,000.00 in the aggregate, (ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (1) the full replacement value of the Aircraft (as determined by Lender), or (2) the unpaid principal amount of Schedule No. 1 (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of the Agreement), (iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required in paragraphs (i)(A) and (ii), as applicable. Any policies of insurance

carried in accordance with this Section and any policies taken out in substitution or replacement or any such policies (i) shall be amended to name Lender and Issuer as an additional insured under any liability policies, (ii) with respect to insurance carried in accordance with this subsection, shall provide that any amount(s) payable thereunder shall be paid directly to Lender, or Issuer, as loss payee as the case may be, and not to any of these parties and Obligor jointly (iii) shall provide that any cancellation, lapse or substantial change in scope or amount or other terms of any of the coverage required hereunder shall not be effective as to Lender or Issuer until the thirtieth (30th) day following receipt by Lender and Issuer of written notice by such insurer of such cancellation, lapse or change, (iv) shall provide that the insurance shall not be invalidated as to Lender or Issuer by any action or inaction of Obligor or any other Person (other than Lender) as it relates to physical damage coverage, and regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Obligor or any other Person (other than Lender), (v) shall be primary insurance, not subject to any co-insurance clause and without right of contribution from any other insurance, (vi) shall provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured or loss payee, and (vii) shall waive any right of such insurer to any setoff, counterclaim or other deduction, by attachment or otherwise, in respect of Lender, Issuer or Obligor. All of the coverage required herein shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. Annually on the anniversary of the date the Schedule is funded, Obligor shall furnish to Lender and Issuer an insurance certificate evidencing that Obligor has obtained the insurance coverage required hereby for twelve (12) month period commencing from and after such anniversary date, and if Lender or Issuer shall so request, a copy of each applicable policy. Obligor will also advise Lender and Issuer in writing at least thirty (30) days prior to the expiration or termination date of any insurance carried and maintained on or with respect to the Aircraft pursuant to this Section.

(e) (1) Upon the occurrence of any Event of Loss (hereinafter defined) with respect to the Airframe and/or Aircraft, Obligor shall notify Lender of any such Event of Loss within five (5) days of the date thereof. For the purposes hereof, an "Event of Loss" shall mean any of the following events with respect to the Aircraft, the Airframe (as defined below) or any Engine, Rotor Blade or Rotor Component: (i) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or resulting in an insurance settlement on the basis of a total or constructive total loss, rendition of such property permanently unfit for normal use for any reason whatsoever; (ii) any taking of title to or use or possession of, such property by the act of any governmental authority (foreign or domestic); (iii) as a result of any rule, regulation, order or other action by any governmental authority (foreign or domestic), including, without limitation, the FAA, the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of six (6) consecutive months; (iv) with respect to any Engine, Rotor Blade or Rotor Component, the removal thereof from the Airframe for a period of six (6) months or longer; or (v) such property shall be returned to the manufacturer other than for repair, replacement or maintenance. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe. An

Event of Loss with respect to any Engine, Rotor Blade or Rotor Component shall not, without loss of the Airframe, be deemed an Event of Loss with respect to the Aircraft.

Airframe shall mean (i) the Aircraft described in Schedule No. 1, and shall not include the Engines, Rotor Blades and Rotor Components or any Auxiliary Power Unit, and (ii) any and all Parts from time to time incorporated in, installed on, or attached to such Aircraft and any and all Parts removed therefrom.

(2) Upon an Event of Loss with respect to any Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe upon which such Engine was installed, Obligor shall give Lender prompt written notice thereof and shall within thirty (30) days after the occurrence of such Event of Loss, duly convey to Lender a security interest to a similar or better engine of the same make and model number as the Engine suffering the Event of Loss. Such engine shall be free and clear of all Liens, have a value, utility, and useful life at least equal to, and be in as good an operating condition as, the Engine suffering the Event of Loss, assuming such Engine was of the value and utility and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Obligor, at its own cost and expense, shall furnish Lender with such documents to evidence such conveyance as Lender shall request. Each such replacement engine shall, after such conveyance be deemed an "Engine" as defined herein and shall be deemed part of the same Aircraft as was the Engine replaced thereby. No Event of Loss with respect to an Engine shall result in any reduction or delay in the payment of payments due under the Schedule or relieve Obligor of any obligation hereunder.

(f) At any time when Obligor is required by the terms of the Agreement to deliver the Equipment to Lender, Obligor shall, at Obligor's expense, deliver the Equipment to a location within the continental United States as Lender shall designate.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: *T. S. Gibb*

Name: *THOMAS S GIBB, JR*

Title: *Asst. Treasurer*

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

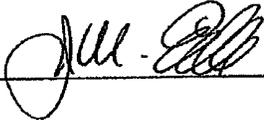
West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By:  _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

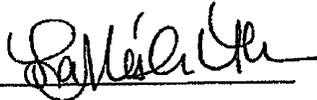
Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By:  _____

Name: LaMés Abram

Title: Vice President

Document Divider

Exhibit 4

Cape Town Convention Rider ("Rider") to Master Financing Agreement, dated as of December 29, 2006, and Schedule No. 1 thereto, dated as of December 29, 2006 (collectively the "Security Agreement") by and among Banc of America Public Capital Corp, as Lender ("Lender"), Allegheny County Hospital Development Authority, as Issuer ("Issuer"), and West Penn Allegheny Foundation, LLC as Obligor ("Grantor").

All capitalized terms not defined in this Rider are defined in the Security Agreement or in the International Registry Regulations. Execution of the Security Agreement by Grantor, Issuer and Lender shall be deemed to constitute execution and acceptance of the terms and conditions of this Rider, and it shall supplement and be a part of the Security Agreement

This Rider will bring the Security Agreement in compliance with the provisions of the Cape Town Convention (as defined below)

1 Grantor hereby represents and warrants the following:

a Grantor is 'situated' in a country that has ratified or acceded to the Cape Town Convention within the meaning of Article 4 of the Convention.

b. The Security Agreement does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Grantor of the Security Agreement, or the validity or enforceability of the Security Agreement, except for recordation of this Agreement with the FAA, the filing of UCC financing statements in the appropriate recording offices, and the filing of the appropriate documentation to register Lender's International Interest in the Aircraft with the International Registry which shall have been duly effected as of the date Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment

c Grantor has good and marketable title to the Aircraft free and clear of all encumbrances except the security interest created by the Security Agreement in favor of Lender and the International Interest created by the sale of the Aircraft to Grantor; and all filings, recordings or other actions necessary or desirable in order to establish, perfect and give first priority to such security interest (including, the filing of this Agreement with the FAA, any filings with the International Registry pursuant to the Cape Town Convention) have been duly effected; all of as the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment

d There are no International Interests registered with the International Registry with respect to the Aircraft or the Security Agreement, and Grantor will not permit any International Interests to be filed with the International Registry except (1) for the sale of the Equipment to Grantor, (2) with respect to Lender's interest in the Aircraft or (3) as otherwise consented to in writing by Lender;

e. Grantor is a Transacting User Entity, has appointed an Administrator and has designated a Professional User Entity, which is Lender's FAA Escrow Agent. Grantor has paid all required fees and taken all actions necessary to enable Lender to register any International Interest with the International Registry;

f Grantor has the power to grant any security interests described in the Security Agreement, each within the meaning of Article 7(b) of the Convention,

g. Each of the Engines has greater than 550 rated takeoff shaft horsepower or the equivalent of such horsepower,

h. The Airframe is type certified by the FAA to transport at least five people (including crew) or goods in excess of 450 kilograms; and

2 Grantor agrees to promptly execute and deliver to Lender such International Registry filings and other documents, and take such further action, as Lender may from time to time reasonably request in order to further carry out the intent and purpose of this Rider and to establish and protect the rights, interests and remedies created, or intended to be created, in favor of Lender. Grantor further agrees not to discharge or allow to be discharged any International Interest created in favor of Lender without Lender's prior written consent and to promptly cause any non-consensual lien that is filed on the International Registry to be discharged

3. In addition to the security interests granted in the Security Agreement, Grantor further grants Lender a first priority security interest in and lien on, and collaterally assigns to Lender, all of Grantor's right, title and interest in, to and under any and all Associated Rights.

4. Grantor hereby consents to the registration of any International Interest arising in connection with the Security Agreement in favor of Lender and hereby authorizes its Professional User Entity to consent to the registration (including all Final Consents thereto) of any International Interest with the International Registry upon request therefor by Lender. At closing, Grantor hereby agrees to authorize its Professional User Entity to consent to the registration(s) of any International Interest(s).

5. In addition to all other rights and remedies granted to it in the Security Agreement, Lender may exercise all rights and remedies of a creditor under the Cape Town Convention, which may be used successively and cumulatively and in addition to any other right or remedy referred to in the Security Agreement or otherwise available to Lender at law or in equity.

6 Grantor shall pay to Lender, or Issuer, upon demand all fees, costs and expenses incurred by or on behalf of Lender at any time in connection with the Cape Town Convention and the International Registry

7. Notwithstanding anything to the contrary contained in the Security Agreement, the parties may bring a judicial proceeding in the Republic of Ireland against the registrar of the International Registry solely and to the extent such proceeding seeks an order or judgment against the International Registry

8 Conditions Precedent and Subsequent to Closing. On or prior to the date hereof, or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Grantor shall deliver the following to Lender and/or Lender's FAA Escrow Agent, all in form and substance satisfactory to Lender and Lender's FAA Escrow Agent: (a) evidence that Grantor is a Transacting User Entity and has designated a Professional User Entity which shall be Lender's FAA Escrow Agent; (b) fully completed and authorized discharges of any International Interests (including Final Consents thereto); (c) duly completed AC Form 8050-135 FAA Entry Point Filing Form[s] International Registry with respect to the Security Agreement; (d) a Priority Search Certificate from the International Registry addressed to Lender indicating that the Aircraft is free and clear of Encumbrances, and, on the date hereof, confirmation from Lender's FAA Escrow Agent that a Priority Search Certificate from the International Registry indicates that the Aircraft is free and clear of Liens; (e) at closing, Lender and Lender's FAA Escrow Agent shall receive confirmation by Grantor's Professional User Entity that each such party has consented to the registration of all International Interests (including all required Final Consents); and (f) such other documents as are necessary, in the opinion of Lender's FAA Escrow Agent or Lender, to register Lender's International Interest in the Aircraft, along with any Associated Rights thereto pursuant to the Cape Town Convention, free and clear of Encumbrances. Immediately after closing, but on the date hereof or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive a Priority Search Certificate from the International Registry addressed to Lender evidencing that its International Interest in the Aircraft and any Associated Rights has been duly registered therein and is searchable. Within five (5) business days after the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive an opinion of Lender's FAA Escrow Agent satisfactory to Lender that title to the Airframe is vested in Grantor, that Lender has a valid and perfected security interest in the Aircraft, that Lender has a duly registered and searchable International Interest in the Aircraft, and that the Aircraft (including the Airframe and Engines) is free and clear of all other Encumbrances of record

9 For purposes of this Rider, the following terms shall have the following meanings:

Administrator shall have the meaning ascribed thereto in the International Registry Regulations

Aircraft Protocol shall mean the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa as the same may be amended or modified from time to time.

Associated Rights shall have the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by Grantor under the Security Agreement, the Note or Related Documents which are secured by or associated with the Equipment

Cape Town Convention shall mean, collectively, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations

Convention shall mean the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time.

FAA shall mean the U.S. Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person, governmental department, bureau, authority, commission or agency succeeding to the functions of any of the foregoing, including, where applicable, the Transportation Security Administration.

Final Consent shall have the meaning ascribed thereto in the International Registry Procedures.

International Interest shall have the meaning ascribed thereto in the Cape Town Convention

International Registry shall mean the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto

International Registry Procedures shall mean the official English language text of the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time.

International Registry Regulations shall mean the official English language text of the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time

Lender's FAA Escrow Agent shall mean Daughtery, Fowler, Peregrin, Haught & Jenson, 204 North Robinson, Suite 900, Oklahoma City, Oklahoma 73102.

Priority Search Certificate shall have the meaning ascribed thereto in the International Registry Procedures.

Professional User Entity shall have the meaning ascribed thereto in the International Registry Regulations and shall, with respect to Grantor, be Lender's FAA Escrow Agent

Transacting User Entity shall have the meaning ascribed thereto in the International Registry Regulations.

10. **Miscellaneous.** This Rider, together with the Security Agreement, the Note and Related Documents, constitute the entire agreement between the parties hereto, and supersede all prior or contemporaneous agreements, communications and understandings, both written or oral with respect to the subject matter of this Rider

Document Divider

SCHEDULE NO. 2

TO MASTER FINANCING AGREEMENT

By and Between

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

and

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY,
as Issuer

and

WEST PENN ALLEGHENY FOUNDATION, LLC,
as Obligor

Dated as of December 29, 2006

THIS SCHEDULE NO. 2 (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of December 29, 2006, by and among Banc of America Public Capital Corp, as lender ("Lender"), Allegheny County Hospital Development Authority, as issuer ("Issuer") and West Penn Allegheny Foundation, LLC, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. 2 jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Notes, Series B of 2006 (West Penn Allegheny Foundation, LLC Project) which shall consist of four (4) notes, one for each Schedule to the Master Financing Agreement, the note for this Schedule No. 2 is Series B-2 of 2006 (the "Series B-2 Note"), in the principal amount of \$5,971,566, and Issuer shall issue the Series B-2 Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series B-2 Note Proceeds by Lender in accordance with Obligor's Payment Instructions. Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment").
2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall serve the medical community throughout Indiana County and western Pennsylvania, and have its base of operation located at Indiana Regional Medical Center, White Township, Indiana County, Pennsylvania. It is possible that at any time during the term of this Agreement, Obligor upon notice to Purchaser shall move its base of operation to any of the following locations: (i) Allegheny General Hospital, 320 East North Avenue, Pittsburgh, Allegheny County, Pennsylvania; (ii) Rostraver Airport, Belle Vernon,

Westmoreland County, Pennsylvania; or, (iii) Greensburg-Jeannette Regional Airport, Greensburg, Westmoreland County, Pennsylvania.

3. Issuer is issuing the Series B-2 Note in the principal amount of \$5,971,566 to finance the costs of the Equipment. The proceeds of the Series B-2 Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made to Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series B-2 Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series B-2 Note.
4. The Series B-2 Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is \$5,971,566. The Series B-2 Note Proceeds shall be disbursed in accordance with Obligor's Payment Instructions. The Loan Payment dates and the Loan Payment amounts (including the principal and interest components thereof) are as set forth in Exhibit 2 hereto.
5. The Issuer's Initial Administrative and Legal Fee in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$23,600.00. The Annual Administrative Fee charged by the Issuer in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$6,000.00, and is due on the closing date and on each December 1st thereafter, so long as any Series B Note remains outstanding.
6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 31682
Tampa, Florida 33631-3682

All payments to Issuer are to be paid to the Issuer at the following address:

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

7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-2 Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.
8. Issuer further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-2 Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement

were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.
10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Obligor's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed.
11.
 - (a) The Series B-2 Note and the Loan Payments are subject to prepayment pursuant to Section 10.01(b) of the Master Financing Agreement at the prepayment premium set forth in Exhibit 2 hereto.
 - (b) In the event of a prepayment of the Loan Payments and the Series B-2 Note pursuant to Article VIII or Section 10.03 of the Master Financing Agreement, the prepayment premium shall be as set forth in Exhibit 2 hereto.
 - (c) In the event of any prepayment of the Loan Payments and the Series B-2 Note pursuant to Section 11.03 (b) of the Master Financing Agreement, the prepayment premium shall be the same as for a prepayment under Section 10.01(b) of the Master Financing Agreement and paragraph 11(a) above.
 - (d) Obligor shall prepay the Loan Payments, and the Series B-2 Note shall be prepaid simultaneously, on June 28, 2008, or such later date as agreed to by the Lender, Issuer and Obligor, at a prepayment price equal to the outstanding principal amount thereof being prepaid plus any accrued but unpaid interest if the conditions set forth in Section 2.03 of the Escrow Agreement, dated as of December 29, 2006, among Lender, Obligor and Deutsche Bank, National Association, as Escrow Agent, have not been satisfied by that date.
12. Attached hereto as Exhibit 3 and incorporated herein by reference is an Addendum Relating to Helicopter.
13. Attached hereto as Exhibit 4 and incorporated herein by reference is a Cape Town Convention Rider

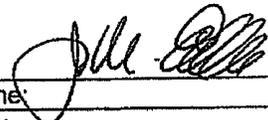
IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 2 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By:  _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

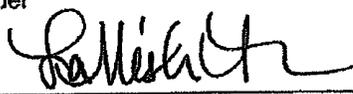
By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 2 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: 
Name: LaMesh Abram
Title: Vice President

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 2 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

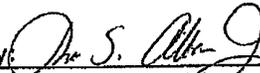
An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By:  _____
Name: Thomas S. Albanesi, Jr., CPA, FHFMA
Title: Assistant Treasurer

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

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EXHIBIT 1

EQUIPMENT DESCRIPTION

[TO BE PROVIDED BY LENDER UPON FUNDING OF HELICOPTER #2]

Document Divider

West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9099Average Life: 6.81 Years
Interest Only Till April 1, 2007

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$ 5,971,566.00
1/1/2007	1	1,527.58	1,527.58	-	5,971,566.00
2/1/2007	2	22,913.70	22,913.70	-	5,971,566.00
3/1/2007	3	22,913.70	22,913.70	-	5,971,566.00
4/1/2007	4	22,913.70	22,913.70	-	5,971,566.00
5/1/2007	5	43,024.71	22,913.70	20,111.01	5,951,454.99
6/1/2007	6	43,024.71	22,836.53	20,188.18	5,931,266.81
7/1/2007	7	43,024.71	22,759.07	20,265.64	5,911,001.17
8/1/2007	8	43,024.71	22,681.31	20,343.40	5,890,657.77
9/1/2007	9	43,024.71	22,603.25	20,421.46	5,870,236.31
10/1/2007	10	43,024.71	22,524.89	20,499.82	5,849,736.49
11/1/2007	11	43,024.71	22,446.23	20,578.48	5,829,158.01
12/1/2007	12	43,024.71	22,367.26	20,657.45	5,808,500.56
1/1/2008	13	43,024.71	22,288.00	20,736.71	5,787,763.85
2/1/2008	14	43,024.71	22,208.43	20,816.28	5,766,947.57
3/1/2008	15	43,024.71	22,128.55	20,896.16	5,746,051.41
4/1/2008	16	43,024.71	22,048.37	20,976.34	5,725,075.07
5/1/2008	17	43,024.71	21,967.88	21,056.83	5,704,018.24
6/1/2008	18	43,024.71	21,887.08	21,137.63	5,682,880.61
7/1/2008	19	43,024.71	21,805.98	21,218.73	5,661,661.88
8/1/2008	20	43,024.71	21,724.56	21,300.15	5,640,361.73
9/1/2008	21	43,024.71	21,642.83	21,381.88	5,618,979.85
10/1/2008	22	43,024.71	21,560.78	21,463.93	5,597,515.92
11/1/2008	23	43,024.71	21,478.42	21,546.29	5,575,969.63
12/1/2008	24	43,024.71	21,395.74	21,628.97	5,554,340.66
1/1/2009	25	43,024.71	21,312.75	21,711.96	5,532,628.70
2/1/2009	26	43,024.71	21,229.44	21,795.27	5,510,833.43
3/1/2009	27	43,024.71	21,145.81	21,878.90	5,488,954.53
4/1/2009	28	43,024.71	21,061.66	21,962.85	5,466,991.68
5/1/2009	29	43,024.71	20,977.58	22,047.13	5,444,944.55
6/1/2009	30	43,024.71	20,892.98	22,131.73	5,422,812.82
7/1/2009	31	43,024.71	20,808.06	22,216.65	5,400,596.17
8/1/2009	32	43,024.71	20,722.81	22,301.90	5,378,294.27
9/1/2009	33	43,024.71	20,637.24	22,387.47	5,355,906.80
10/1/2009	34	43,024.71	20,551.33	22,473.38	5,333,433.42
11/1/2009	35	43,024.71	20,465.10	22,559.61	5,310,873.81
12/1/2009	36	43,024.71	20,378.54	22,646.17	5,288,227.64
1/1/2010	37	43,024.71	20,291.64	22,733.07	5,265,494.57
2/1/2010	38	43,024.71	20,204.41	22,820.30	5,242,674.27

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
3/1/2010	39	43,024.71	20,116.85	22,907.86	5,219,766.41
4/1/2010	40	43,024.71	20,028.95	22,995.76	5,196,770.65
5/1/2010	41	43,024.71	19,940.71	23,084.00	5,173,686.65
6/1/2010	42	43,024.71	19,852.13	23,172.58	5,150,514.07
7/1/2010	43	43,024.71	19,763.21	23,261.50	5,127,252.57
8/1/2010	44	43,024.71	19,673.96	23,350.75	5,103,901.82
9/1/2010	45	43,024.71	19,584.36	23,440.35	5,080,461.47
10/1/2010	46	43,024.71	19,494.41	23,530.30	5,056,931.17
11/1/2010	47	43,024.71	19,404.12	23,620.59	5,033,310.58
12/1/2010	48	43,024.71	19,313.49	23,711.22	5,009,599.36
1/1/2011	49	43,024.71	19,222.51	23,802.20	4,985,797.16
2/1/2011	50	43,024.71	19,131.17	23,893.54	4,961,903.62
3/1/2011	51	43,024.71	19,039.49	23,985.22	4,937,918.40
4/1/2011	52	43,024.71	18,947.46	24,077.25	4,913,841.15
5/1/2011	53	43,024.71	18,855.07	24,169.64	4,889,671.51
6/1/2011	54	43,024.71	18,762.33	24,262.38	4,865,409.13
7/1/2011	55	43,024.71	18,669.23	24,355.48	4,841,053.65
8/1/2011	56	43,024.71	18,575.77	24,448.94	4,816,604.71
9/1/2011	57	43,024.71	18,481.96	24,542.75	4,792,061.96
10/1/2011	58	43,024.71	18,387.79	24,636.92	4,767,425.04
11/1/2011	59	43,024.71	18,293.25	24,731.46	4,742,693.58
12/1/2011	60	43,024.71	18,198.35	24,826.36	4,717,867.22
1/1/2012	61	43,024.71	18,103.09	24,921.62	4,692,945.60
2/1/2012	62	43,024.71	18,007.46	25,017.25	4,667,928.35
3/1/2012	63	43,024.71	17,911.47	25,113.24	4,642,815.11
4/1/2012	64	43,024.71	17,815.11	25,209.60	4,617,605.51
5/1/2012	65	43,024.71	17,718.37	25,306.34	4,592,299.17
6/1/2012	66	43,024.71	17,621.27	25,403.44	4,566,895.73
7/1/2012	67	43,024.71	17,523.79	25,500.92	4,541,394.81
8/1/2012	68	43,024.71	17,425.94	25,598.77	4,515,796.04
9/1/2012	69	43,024.71	17,327.72	25,696.99	4,490,099.05
10/1/2012	70	43,024.71	17,229.11	25,795.60	4,464,303.45
11/1/2012	71	43,024.71	17,130.13	25,894.58	4,438,408.87
12/1/2012	72	43,024.71	17,030.77	25,993.94	4,412,414.93
1/1/2013	73	43,024.71	16,931.03	26,093.68	4,386,321.25
2/1/2013	74	43,024.71	16,830.90	26,193.81	4,360,127.44
3/1/2013	75	43,024.71	16,730.39	26,294.32	4,333,833.12
4/1/2013	76	43,024.71	16,629.50	26,395.21	4,307,437.91
5/1/2013	77	43,024.71	16,528.22	26,496.49	4,280,941.42
6/1/2013	78	43,024.71	16,426.55	26,598.16	4,254,343.26
7/1/2013	79	43,024.71	16,324.49	26,700.22	4,227,643.04
8/1/2013	80	43,024.71	16,222.03	26,802.68	4,200,840.36
9/1/2013	81	43,024.71	16,119.19	26,905.52	4,173,934.84
10/1/2013	82	43,024.71	16,015.95	27,008.76	4,146,926.08
11/1/2013	83	43,024.71	15,912.31	27,112.40	4,119,813.68
12/1/2013	84	43,024.71	15,808.28	27,216.43	4,092,597.25
1/1/2014	85	43,024.71	15,703.85	27,320.86	4,065,276.39
2/1/2014	86	43,024.71	15,599.01	27,425.70	4,037,850.69
3/1/2014	87	43,024.71	15,493.78	27,530.93	4,010,319.76
4/1/2014	88	43,024.71	15,388.14	27,636.57	3,982,683.19
5/1/2014	89	43,024.71	15,282.09	27,742.62	3,954,940.57
6/1/2014	90	43,024.71	15,175.64	27,849.07	3,927,091.50

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
7/1/2014	91	43,024.71	15,068.78	27,955.93	3,899,135.57
8/1/2014	92	43,024.71	14,961.51	28,063.20	3,871,072.37
9/1/2014	93	43,024.71	14,853.82	28,170.89	3,842,901.48
10/1/2014	94	43,024.71	14,745.73	28,278.98	3,814,622.50
11/1/2014	95	43,024.71	14,637.22	28,387.49	3,786,235.01
12/1/2014	96	43,024.71	14,528.29	28,496.42	3,757,738.59
1/1/2015	97	43,024.71	14,418.95	28,605.76	3,729,132.83
2/1/2015	98	43,024.71	14,309.18	28,715.53	3,700,417.30
3/1/2015	99	43,024.71	14,199.00	28,825.71	3,671,591.59
4/1/2015	100	3,685,879.97	14,088.38	3,671,591.59	-
TOTAL		\$ 7,843,296.10	\$ 1,871,730.10	\$ 5,971,566.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 5% of the entire principal balance if prepaid in the Debt Service Number 0 through 40 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 41 through 64 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 65 through 76 of the Note Term; 2% of the entire principal balance if prepaid in the Debt Service Number 77 through 88 of the Note Term; and 1% of the entire principal balance if prepaid in the Debt service Number 89 through 99 of the Note Term.

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EXHIBIT 3

ADDENDUM RELATING TO HELICOPTER
TO SCHEDULE NO. 2 TO MASTER FINANCING AGREEMENT

THIS ADDENDUM (the "Addendum") is dated as of December 1, 2006 among Banc of America Public Capital Corp ("Lender"), Allegheny County Hospital Development Authority ("Issuer") and West Penn Allegheny Foundation, LLC ("Obligor").

Recitals

A. Lender, Issuer and Obligor are entering into a Master Financing Agreement dated as of December 1, 2006 (the "Master Financing Agreement") and Schedule No. 2 thereto, dated as of December 1, 2006 ("Schedule No. 2" and, together with the Master Financing Agreement, the "Agreement").

B. The Equipment described in the Agreement includes helicopter(s).

C. Lender's and Issuer's willingness to enter into the Agreement is subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. All terms capitalized but not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms of this Addendum and the Master Financing Agreement, the terms of this Addendum shall prevail.

2. Obligor hereby represents and warrants that all representations and warranties of Obligor contained in the Agreement are true and correct in all material respects as of the date hereof (except to the extent such relate solely to an earlier date) and that no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.

3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and effect and are hereby ratified and confirmed by Obligor.

4. All references in the Agreement to "Equipment" or "Aircraft" mean the helicopter described in Schedule No. 1 and include engines, main rotor systems, transmissions, all components of such helicopter and any and all attachments thereto (but not including any part that has been removed from the Equipment in connection with any substitution, replacement, or exchange permitted by and in accordance with the terms of any Agreement or related document signed by Lender and Obligor).

5. In addition to requirements contained in the Agreement, Lender's willingness to fund from the Equipment Acquisition Fund held by the Escrow Agent shall be subject to the conditions precedent that: (1) the Obligor and the Lender shall have acknowledged in writing that the lease of the helicopters by Obligor to Allegheny General Hospital and West Penn Allegheny Health System, Inc, the Agreement and all other documents contemplated in the Agreement are satisfactory in form and substance to each of them, and (2) Lender, and/or Federal Aviation Administration ("FAA") Counsel, shall have received all of the following in form and substance satisfactory to Lender, and/or FAA Counsel:

(a) evidence of Obligor's reservation of an N number for the Equipment together with an assignment of the rights thereto to Lender, as assignee of Issuer;

(b) evidence that the Equipment has been duly certified as to type and airworthiness by the FAA;

(c) a Certificate of Acceptance executed by Obligor relating to the Equipment delivered to and accepted by Obligor;

(d) a resolution of Obligor's governing board authorizing the acquisition and financing of the Equipment in form and substance acceptable to Lender;

(e) evidence of insurance with respect to Equipment in compliance with Section 7(d) hereof;

(f) Certificate of Aircraft Registration (AC Form 8050-3), or, if the Certificate of Aircraft Registration has not been issued, an Aircraft Registration Application (AC Form 8050-1);

(g) Aircraft Bill of Sale (AC Form 8050-2);

(h) Standard Airworthiness Certificate (AC Form 8100-2); and

(i) FAA Security Agreement granting Lender a security interest in the Equipment;

(j) A written opinion addressed to Lender from Lender's special FAA Counsel regarding, among other things, Lender's first priority mortgage on and security interest in the Aircraft, free and clear of all other liens, mortgages, security interests, pledges, title retentions, charges, financing statements or other encumbrances of any kind whatsoever ("Liens");

(k) and any other documents or items reasonably requested by Lender or Issuer.

6. On the date Schedule No. 1 is funded, and/or Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Obligor further represents: (a) that all filings, recordings or other actions necessary or desirable in order to establish, protect and perfect the security interest created in favor of Lender with the FAA will have been effected, and all

taxes, fees and other charges in connection therewith shall have been duly paid; (b) that the helicopter engine has at least 550 rated take-off horsepower or its equivalent.

7. Obligor hereby agrees to the following:

(a) to promptly give written notice to Lender of (i) the occurrence of any Event of Default or any event which with notice, with lapse of time and/or with any further condition, event or act would constitute an Event of Default; (ii) the occurrence of any Event of Loss (defined in subsection 7(e)); (iii) the commencement or threat of any material litigation or proceedings affecting the Aircraft; and (iv) any dispute between Obligor and any governmental regulatory body or other party that involves the Aircraft;

(b) to (i) duly observe and conform to all requirements of any governmental authorities relating to the Aircraft; (ii) remain a citizen of the United States within the meaning of Subtitle VII of Title 49 of the United States Code, as amended and recodified; (iii) make any filing or registration with any governmental, administrative or agency entity which at the time shall be required with respect to the performance of its obligations under this Addendum and the operation of the Aircraft; (iv) cause the Aircraft to remain duly registered, in its name, under Subtitle VII of Title 49 of the United States Code, as amended and recodified; (v) maintain all Records (as defined below) to be maintained in respect of the Aircraft; (vi) permit Lender or its authorized representative to inspect the Aircraft or the Records maintained with respect thereto at any reasonable time or times.

Records shall mean the original versions of any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Aircraft (whether in existence as of, or created at any time after, the date the Equipment is accepted), including, without limitation, (i) all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer or supplier of the Aircraft (or any part thereof) with respect to the enforcement of warranties or otherwise, and (ii) with respect to the Airframe, any Engine, APU or Part, all records related to any manufacturer's maintenance service program, computerized maintenance monitoring program or engine maintenance program, which Records shall be at all times the property of Obligor.

(c) Obligor will not permit the Aircraft to be operated outside the continental United States without the prior written consent of Lender, which consent shall not be unreasonably withheld, or change its principal base from that specified on the Schedule relating thereto without prior written notice to Lender. Obligor further agrees not to operate the Aircraft in any area excluded from coverage by any insurance required by the terms hereof (or not specifically covered by such insurance), or in any recognized or threatened area of hostilities unless fully covered to Lender's satisfaction by hull, war, and political risk insurance. Obligor will operate or cause the Aircraft to be operated in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations relating thereto, and will cause the Aircraft to be operated in compliance

with the requirements of the insurance policies required herein, and in accordance with the manufacturer's or supplier's instructions or manuals and only by competent, duly qualified and certified personnel. Obligor will, at its own expense, or will cause its lessee(s) at their own expense to, maintain, service, repair, overhaul and test the Aircraft, and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved at a level which is the higher of, (i) its value, condition and operating efficiency when delivered to Obligor, reasonable wear and tear excepted, or (ii) the level required by any governmental authority having jurisdiction with respect thereto, and, in any case, the level necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under Subtitle VII of Title 49 of the United States Code, as amended and recodified, or as shall be required by any and all applicable FAA Airworthiness Directives and Service Bulletins. All such repairs, parts, mechanisms, devices and replacements shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. Obligor will not make or authorize any improvement, change, addition or alteration to the Aircraft if it will impair the originally intended function or use of the Aircraft, impair the value of the Aircraft as it existed immediately prior thereto, or violate any applicable industry standard or governmental law, rule, regulation or standard; and any Part (as defined below), mechanism, device or replacement added to the Aircraft in connection therewith shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. If requested by Lender in writing, Obligor shall, at its expense, attach to the Aircraft a notice satisfactory to Lender disclosing Lender's security interest in the Aircraft.

Parts shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment or property of whatever nature (other than Additions or Engines), which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or any Auxiliary Power Unit.

(d) Obligor agrees to maintain, or cause its lessee(s) to maintain, at all times, at its or its lessee(s) own cost and expense, with insurers of recognized responsibility reasonably satisfactory to Lender (but in no event having an A.M. Best or comparable agency rating of less than "A-"): (i) (A) comprehensive aircraft and general liability insurance against bodily injury or property damage claims including contractual liability, premises damage, public liability, death and property damage liability, and public and passenger legal liability coverage, in an amount not less than \$50,000,000.00 for each single occurrence, (B) personal injury liability in an amount not less than \$25,000,000.00 in the aggregate, (ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (1) the full replacement value of the Aircraft (as determined by Lender), or (2) the unpaid principal amount of Schedule No. 1 (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of the Agreement), (iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required in paragraphs (i)(A) and (ii), as applicable. Any policies of insurance

carried in accordance with this Section and any policies taken out in substitution or replacement or any such policies (i) shall be amended to name Lender and Issuer as an additional insured under any liability policies, (ii) with respect to insurance carried in accordance with this subsection, shall provide that any amount(s) payable thereunder shall be paid directly to Lender, or Issuer, as loss payee as the case may be, and not to any of these parties and Obligor jointly (iii) shall provide that any cancellation, lapse or substantial change in scope or amount or other terms of any of the coverage required hereunder shall not be effective as to Lender or Issuer until the thirtieth (30th) day following receipt by Lender and Issuer of written notice by such insurer of such cancellation, lapse or change, (iv) shall provide that the insurance shall not be invalidated as to Lender or Issuer by any action or inaction of Obligor or any other Person (other than Lender) as it relates to physical damage coverage, and regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Obligor or any other Person (other than Lender), (v) shall be primary insurance, not subject to any co-insurance clause and without right of contribution from any other insurance, (vi) shall provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured or loss payee, and (vii) shall waive any right of such insurer to any setoff, counterclaim or other deduction, by attachment or otherwise, in respect of Lender, Issuer or Obligor. All of the coverage required herein shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. Annually on the anniversary of the date the Schedule is funded, Obligor shall furnish to Lender and Issuer an insurance certificate evidencing that Obligor has obtained the insurance coverage required hereby for twelve (12) month period commencing from and after such anniversary date, and if Lender or Issuer shall so request, a copy of each applicable policy. Obligor will also advise Lender and Issuer in writing at least thirty (30) days prior to the expiration or termination date of any insurance carried and maintained on or with respect to the Aircraft pursuant to this Section.

(e) (1) Upon the occurrence of any Event of Loss (hereinafter defined) with respect to the Airframe and/or Aircraft, Obligor shall notify Lender of any such Event of Loss within five (5) days of the date thereof. For the purposes hereof, an "Event of Loss" shall mean any of the following events with respect to the Aircraft, the Airframe (as defined below) or any Engine, Rotor Blade or Rotor Component: (i) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or resulting in an insurance settlement on the basis of a total or constructive total loss, rendition of such property permanently unfit for normal use for any reason whatsoever; (ii) any taking of title to or use or possession of, such property by the act of any governmental authority (foreign or domestic); (iii) as a result of any rule, regulation, order or other action by any governmental authority (foreign or domestic), including, without limitation, the FAA, the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of six (6) consecutive months; (iv) with respect to any Engine, Rotor Blade or Rotor Component, the removal thereof from the Airframe for a period of six (6) months or longer; or (v) such property shall be returned to the manufacturer other than for repair, replacement or maintenance. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe. An

Event of Loss with respect to any Engine, Rotor Blade or Rotor Component shall not, without loss of the Airframe, be deemed an Event of Loss with respect to the Aircraft.

Airframe shall mean (i) the Aircraft described in Schedule No. 1, and shall not include the Engines, Rotor Blades and Rotor Components or any Auxiliary Power Unit, and (ii) any and all Parts from time to time incorporated in, installed on, or attached to such Aircraft and any and all Parts removed therefrom.

(2) Upon an Event of Loss with respect to any Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe upon which such Engine was installed, Obligor shall give Lender prompt written notice thereof and shall within thirty (30) days after the occurrence of such Event of Loss, duly convey to Lender a security interest to a similar or better engine of the same make and model number as the Engine suffering the Event of Loss. Such engine shall be free and clear of all Liens, have a value, utility, and useful life at least equal to, and be in as good an operating condition as, the Engine suffering the Event of Loss, assuming such Engine was of the value and utility and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Obligor, at its own cost and expense, shall furnish Lender with such documents to evidence such conveyance as Lender shall request. Each such replacement engine shall, after such conveyance be deemed an "Engine" as defined herein and shall be deemed part of the same Aircraft as was the Engine replaced thereby. No Event of Loss with respect to an Engine shall result in any reduction or delay in the payment of payments due under the Schedule or relieve Obligor of any obligation hereunder.

(f) At any time when Obligor is required by the terms of the Agreement to deliver the Equipment to Lender, Obligor shall, at Obligor's expense, deliver the Equipment to a location within the continental United States as Lender shall designate.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: Dr. S. M. J.

Name: THOMAS S. ALBANESE, JR

Title: ASST. TREASURER

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By:  _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By:  _____

Name: LaMés Abram

Title: Vice President

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Cape Town Convention Rider ("Rider") to Master Financing Agreement, dated as of December 29, 2006, and Schedule No. 2 thereto, dated as of December 29, 2006 (collectively the "Security Agreement") by and among Banc of America Public Capital Corp, as Lender ("Lender"), Allegheny County Hospital Development Authority, as Issuer ("Issuer"), and West Penn Allegheny Foundation, LLC as Obligor ("Grantor").

All capitalized terms not defined in this Rider are defined in the Security Agreement or in the International Registry Regulations. Execution of the Security Agreement by Grantor, Issuer and Lender shall be deemed to constitute execution and acceptance of the terms and conditions of this Rider, and it shall supplement and be a part of the Security Agreement.

This Rider will bring the Security Agreement in compliance with the provisions of the Cape Town Convention (as defined below).

1. Grantor hereby represents and warrants the following:

a. Grantor is 'situated' in a country that has ratified or acceded to the Cape Town Convention within the meaning of Article 4 of the Convention

b. The Security Agreement does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Grantor of the Security Agreement, or the validity or enforceability of the Security Agreement, except for recordation of this Agreement with the FAA, the filing of UCC financing statements in the appropriate recording offices, and the filing of the appropriate documentation to register Lender's International Interest in the Aircraft with the International Registry which shall have been duly effected as of the date Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment.

c. Grantor has good and marketable title to the Aircraft free and clear of all encumbrances except the security interest created by the Security Agreement in favor of Lender and the International Interest created by the sale of the Aircraft to Grantor; and all filings, recordings or other actions necessary or desirable in order to establish, perfect and give first priority to such security interest (including, the filing of this Agreement with the FAA, any filings with the International Registry pursuant to the Cape Town Convention) have been duly effected

d. There are no International Interests registered with the International Registry with respect to the Aircraft or the Security Agreement, and Grantor will not permit any International Interests to be filed with the International Registry except (1) for the sale of the Equipment to Grantor, (2) with respect to Lender's interest in the Aircraft or (3) as otherwise consented to in writing by Lender;

e. Grantor is a Transacting User Entity, has appointed an Administrator and has designated a Professional User Entity, which is Lender's FAA Escrow Agent. Grantor has paid all required fees and taken all actions necessary to enable Lender to register any International Interest with the International Registry;

f. Grantor has the power to grant any security interests described in the Security Agreement, each within the meaning of Article 7(b) of the Convention;

g. Each of the Engines has 550 rated takeoff shaft horsepower or the equivalent of such horsepower;

h. The Airframe is type certified by the FAA to transport at least five people (including crew) or goods in excess of 450 kilograms; and

2. Grantor agrees to promptly execute and deliver to Lender such International Registry filings and other documents, and take such further action, as Lender may from time to time reasonably request in

order to further carry out the intent and purpose of this Rider and to establish and protect the rights, interests and remedies created, or intended to be created, in favor of Lender. Grantor further agrees not to discharge or allow to be discharged any International Interest created in favor of Lender without Lender's prior written consent and to promptly cause any non-consensual lien that is filed on the International Registry to be discharged.

3. In addition to the security interests granted in the Security Agreement, Grantor further grants Lender a first priority security interest in and lien on, and collaterally assigns to Lender, all of Grantor's right, title and interest in, to and under any and all Associated Rights

4. Grantor hereby consents to the registration of any International Interest arising in connection with the Security Agreement in favor of Lender and hereby authorizes its Professional User Entity to consent to the registration (including all Final Consents thereto) of any International Interest with the International Registry upon request therefor by Lender. At closing, Grantor hereby agrees to authorize its Professional User Entity to consent to the registration(s) of any International Interest(s).

5. In addition to all other rights and remedies granted to it in the Security Agreement, Lender may exercise all rights and remedies of a creditor under the Cape Town Convention, which may be used successively and cumulatively and in addition to any other right or remedy referred to in the Security Agreement or otherwise available to Lender at law or in equity

6. Grantor shall pay to Lender, or Issuer, upon demand all fees, costs and expenses incurred by or on behalf of Lender at any time in connection with the Cape Town Convention and the International Registry.

7. Notwithstanding anything to the contrary contained in the Security Agreement, the parties may bring a judicial proceeding in the Republic of Ireland against the registrar of the International Registry solely and to the extent such proceeding seeks an order or judgment against the International Registry.

8. Conditions Precedent and Subsequent to Closing On or prior to the date hereof, or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Grantor shall deliver the following to Lender and/or Lender's FAA Escrow Agent, all in form and substance satisfactory to Lender and Lender's FAA Escrow Agent: (a) evidence that Grantor is a Transacting User Entity and has designated a Professional User Entity which shall be Lender's FAA Escrow Agent; (b) fully completed and authorized discharges of any International Interests (including Final Consents thereto); (c) duly completed AC Form 8050-135 FAA Entry Point Filing Form[s] International Registry with respect to the Security Agreement; (d) a Priority Search Certificate from the International Registry addressed to Lender indicating that the Aircraft is free and clear of Encumbrances, and, on the date hereof, confirmation from Lender's FAA Escrow Agent that a Priority Search Certificate from the International Registry indicates that the Aircraft is free and clear of Liens; (e) at closing, Lender and Lender's FAA Escrow Agent shall receive confirmation by Grantor's Professional User Entity that each such party has consented to the registration of all International Interests (including all required Final Consents); and (f) such other documents as are necessary, in the opinion of Lender's FAA Escrow Agent or Lender, to register Lender's International Interest in the Aircraft, along with any Associated Rights thereto pursuant to the Cape Town Convention, free and clear of Encumbrances. Immediately after closing, but on the date hereof or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive a Priority Search Certificate from the International Registry addressed to Lender evidencing that its International Interest in the Aircraft and any Associated Rights has been duly registered therein and is searchable. Within five (5) business days after the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive an opinion of Lender's FAA Escrow Agent satisfactory to Lender that title to the Airframe is vested in Grantor, that Lender has a valid and perfected security interest in the Aircraft, that Lender has a duly registered and searchable International Interest in the Aircraft, and that the Aircraft (including the Airframe and Engines) is free and clear of all other Encumbrances of record.

9. For purposes of this Rider, the following terms shall have the following meanings:

Administrator shall have the meaning ascribed thereto in the International Registry Regulations.

Aircraft Protocol shall mean the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa as the same may be amended or modified from time to time.

Associated Rights shall have the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by Grantor under the Security Agreement, the Note or Related Documents which are secured by or associated with the Equipment.

Cape Town Convention shall mean, collectively, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations.

Convention shall mean the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time.

FAA shall mean the U.S. Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person, governmental department, bureau, authority, commission or agency succeeding to the functions of any of the foregoing, including, where applicable, the Transportation Security Administration.

Final Consent shall have the meaning ascribed thereto in the International Registry Procedures

International Interest shall have the meaning ascribed thereto in the Cape Town Convention.

International Registry shall mean the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

International Registry Procedures shall mean the official English language text of the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time

International Registry Regulations shall mean the official English language text of the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time.

Lender's FAA Escrow Agent shall mean Daugherty, Fowler, Peregrin, Haight & Jenson, 204 North Robinson, Suite 900, Oklahoma City, Oklahoma 73102

Priority Search Certificate shall have the meaning ascribed thereto in the International Registry Procedures

Professional User Entity shall have the meaning ascribed thereto in the International Registry Regulations and shall, with respect to Grantor, be Lender's FAA Escrow Agent.

Transacting User Entity shall have the meaning ascribed thereto in the International Registry Regulations.

10 Miscellaneous. This Rider, together with the Security Agreement, the Note and Related Documents, constitute the entire agreement between the parties hereto, and supersede all prior or contemporaneous agreements, communications and understandings, both written or oral with respect to the subject matter of this Rider

Document Divider

SCHEDULE NO. 3

TO MASTER FINANCING AGREEMENT

By and Between

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

and

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY,
as Issuer

and

WEST PENN ALLEGHENY FOUNDATION, LLC,
as Obligor

Dated as of December 29, 2006

THIS SCHEDULE NO. 3 (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of December 29, 2006, by and among Banc of America Public Capital Corp, as lender ("Lender"), Allegheny County Hospital Development Authority, as issuer ("Issuer) and West Penn Allegheny Foundation, LLC, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. 3 jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Notes, Series B of 2006 (West Penn Allegheny Foundation, LLC Project) which shall consist of four (4) notes, one for each Schedule to the Master Financing Agreement, the note for this Schedule No. 3 is Series B-3 of 2006 (the "Series B-3 Note"), in the principal amount of \$5,969,356, and Issuer shall issue the Series B-3 Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series B-3 Note Proceeds by Lender in accordance with Obligor's Payment Instructions. Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment").
2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall serve the medical community throughout Westmoreland County and western Pennsylvania, and have its base of operation located at Rostraver Airport, Belle Vernon, Westmoreland County, Pennsylvania. It is possible that at any time during the term of this Agreement, Obligor upon notice to Purchaser shall move its base of operation to any of the following locations: (i) Indiana Regional Medical Center, White Township, Indiana County, Pennsylvania; (ii) Allegheny General Hospital, 320 East North Avenue,

Pittsburgh, Allegheny County, Pennsylvania; or, (iii) Greensburg-Jeannette Regional Airport, Greensburg, Westmoreland County, Pennsylvania.

3. Issuer is issuing the Series B-3 Note in the principal amount of \$5,969,356 to finance the costs of the Equipment. The proceeds of the Series B-3 Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made to Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series B-3 Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series B-3 Note.
4. The Series B-3 Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is \$5,969,356. The Series B-3 Note Proceeds shall be disbursed in accordance with Obligor's Payment Instructions. The Loan Payment dates and the Loan Payment amounts (including the principal and interest components thereof) are as set forth in Exhibit 2 hereto.
5. The Issuer's Initial Administrative and Legal Fee in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$23,600.00. The Annual Administrative Fee charged by the Issuer in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$6,000.00, and is due on the closing date and on each December 1st thereafter, so long as any Series B Note remains outstanding.
6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 31682
Tampa, Florida 33631-3682

All payments to Issuer are to be paid to the Issuer at the following address.

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

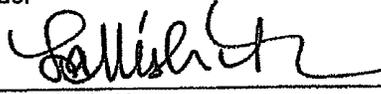
7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-3 Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.
8. Issuer further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-3 Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement

were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.
10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Obligor's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed.
11.
 - (a) The Series B-3 Note and the Loan Payments are subject to prepayment pursuant to Section 10.01(b) of the Master Financing Agreement at the prepayment premium set forth in Exhibit 2 hereto.
 - (b) In the event of a prepayment of the Loan Payments and the Series B-3 Note pursuant to Article VIII or Section 10.03 of the Master Financing Agreement, the prepayment premium shall be as set forth in Exhibit 2 hereto.
 - (c) In the event of any prepayment of the Loan Payments and the Series B-3 Note pursuant to Section 11.03 (b) of the Master Financing Agreement, the prepayment premium shall be the same as for a prepayment under Section 10.01(b) of the Master Financing Agreement and paragraph 11(a) above.
 - (d) Obligor shall prepay the Loan Payments, and the Series B-3 Note shall be prepaid simultaneously, on June 28, 2008, or such later date as agreed to by the Lender, Issuer and Obligor, at a prepayment price equal to the outstanding principal amount thereof being prepaid plus any accrued but unpaid interest if the conditions set forth in Section 2.03 of the Escrow Agreement, dated as of December 29, 2006, among Lender, Obligor and Deutsche Bank, National Association, as Escrow Agent, have not been satisfied by that date
13. Attached hereto as Exhibit 3 and incorporated herein by reference is an Addendum Relating to Helicopter.
13. Attached hereto as Exhibit 4 and incorporated herein by reference is a Cape Town Convention Rider.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 3 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: 
Name: LaMesh Abram
Title: Vice President

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

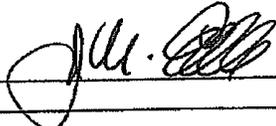
IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 3 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as issuer

By:  _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 3 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

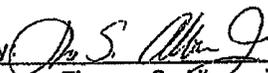
An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By:  _____
Name: Thomas S. Albanesi, Jr., CPA, FHFMA
Title: Assistant Treasurer

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Document Divider

EXHIBIT 1

EQUIPMENT DESCRIPTION

[TO BE PROVIDED BY LENDER UPON FUNDING OF HELICOPTER #3]

Document Divider

West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9114

Average Life: 7.22 Years

Interest Only Till September 1, 2007

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$ 5,969,356.00
1/1/2007	1	1,528.55	1,528.55	-	5,969,356.00
2/1/2007	2	22,928.21	22,928.21	-	5,969,356.00
3/1/2007	3	22,928.21	22,928.21	-	5,969,356.00
4/1/2007	4	22,928.21	22,928.21	-	5,969,356.00
5/1/2007	5	22,928.21	22,928.21	-	5,969,356.00
6/1/2007	6	22,928.21	22,928.21	-	5,969,356.00
7/1/2007	7	22,928.21	22,928.21	-	5,969,356.00
8/1/2007	8	22,928.21	22,928.21	-	5,969,356.00
9/1/2007	9	22,928.21	22,928.21	-	5,969,356.00
10/1/2007	10	43,027.89	22,928.21	20,099.68	5,949,266.32
11/1/2007	11	43,027.89	22,851.01	20,178.88	5,929,079.44
12/1/2007	12	43,027.89	22,773.51	20,254.38	5,908,825.06
1/1/2008	13	43,027.89	22,695.72	20,332.17	5,888,492.89
2/1/2008	14	43,027.89	22,617.62	20,410.27	5,868,082.62
3/1/2008	15	43,027.89	22,539.22	20,488.67	5,847,593.95
4/1/2008	16	43,027.89	22,460.53	20,567.36	5,827,026.59
5/1/2008	17	43,027.89	22,381.53	20,646.36	5,806,380.23
6/1/2008	18	43,027.89	22,302.23	20,725.66	5,785,654.57
7/1/2008	19	43,027.89	22,222.62	20,805.27	5,764,849.30
8/1/2008	20	43,027.89	22,142.71	20,885.18	5,743,964.12
9/1/2008	21	43,027.89	22,062.49	20,965.40	5,722,998.72
10/1/2008	22	43,027.89	21,981.96	21,045.93	5,701,952.79
11/1/2008	23	43,027.89	21,901.12	21,126.77	5,680,826.02
12/1/2008	24	43,027.89	21,819.97	21,207.92	5,659,618.10
1/1/2009	25	43,027.89	21,738.52	21,289.37	5,638,328.73
2/1/2009	26	43,027.89	21,656.74	21,371.15	5,616,957.58
3/1/2009	27	43,027.89	21,574.66	21,453.23	5,595,504.35
4/1/2009	28	43,027.89	21,492.26	21,535.63	5,573,968.72
5/1/2009	29	43,027.89	21,409.54	21,618.35	5,552,350.37
6/1/2009	30	43,027.89	21,326.50	21,701.39	5,530,648.98
7/1/2009	31	43,027.89	21,243.15	21,784.74	5,508,864.24
8/1/2009	32	43,027.89	21,159.47	21,868.42	5,486,995.82
9/1/2009	33	43,027.89	21,075.48	21,952.41	5,465,043.41
10/1/2009	34	43,027.89	20,991.16	22,036.73	5,443,006.68
11/1/2009	35	43,027.89	20,906.51	22,121.38	5,420,885.30
12/1/2009	36	43,027.89	20,821.55	22,206.34	5,398,678.96
1/1/2010	37	43,027.89	20,736.25	22,291.64	5,376,387.32
2/1/2010	38	43,027.89	20,650.63	22,377.26	5,354,010.06

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
3/1/2010	39	43,027.89	20,564.68	22,463.21	5,331,546.85
4/1/2010	40	43,027.89	20,478.40	22,549.49	5,308,997.38
5/1/2010	41	43,027.89	20,391.79	22,636.10	5,286,361.28
6/1/2010	42	43,027.89	20,304.84	22,723.05	5,263,638.21
7/1/2010	43	43,027.89	20,217.56	22,810.33	5,240,827.88
8/1/2010	44	43,027.89	20,129.95	22,897.94	5,217,929.94
9/1/2010	45	43,027.89	20,042.00	22,985.89	5,194,944.05
10/1/2010	46	43,027.89	19,953.71	23,074.18	5,171,869.87
11/1/2010	47	43,027.89	19,865.08	23,162.81	5,148,707.06
12/1/2010	48	43,027.89	19,776.11	23,251.78	5,125,455.28
1/1/2011	49	43,027.89	19,686.80	23,341.09	5,102,114.19
2/1/2011	50	43,027.89	19,597.15	23,430.74	5,078,683.45
3/1/2011	51	43,027.89	19,507.15	23,520.74	5,055,162.71
4/1/2011	52	43,027.89	19,416.81	23,611.08	5,031,551.63
5/1/2011	53	43,027.89	19,326.12	23,701.77	5,007,849.86
6/1/2011	54	43,027.89	19,235.08	23,792.81	4,984,057.05
7/1/2011	55	43,027.89	19,143.69	23,884.20	4,960,172.85
8/1/2011	56	43,027.89	19,051.96	23,975.93	4,936,196.92
9/1/2011	57	43,027.89	18,959.86	24,068.03	4,912,128.89
10/1/2011	58	43,027.89	18,867.42	24,160.47	4,887,968.42
11/1/2011	59	43,027.89	18,774.62	24,253.27	4,863,715.15
12/1/2011	60	43,027.89	18,681.46	24,346.43	4,839,368.72
1/1/2012	61	43,027.89	18,587.95	24,439.94	4,814,928.78
2/1/2012	62	43,027.89	18,494.08	24,533.81	4,790,394.97
3/1/2012	63	43,027.89	18,399.84	24,628.05	4,765,769.92
4/1/2012	64	43,027.89	18,305.25	24,722.64	4,741,044.28
5/1/2012	65	43,027.89	18,210.29	24,817.60	4,716,226.68
6/1/2012	66	43,027.89	18,114.96	24,912.93	4,691,313.75
7/1/2012	67	43,027.89	18,019.27	25,008.62	4,666,305.13
8/1/2012	68	43,027.89	17,923.21	25,104.68	4,641,200.45
9/1/2012	69	43,027.89	17,826.79	25,201.10	4,615,999.35
10/1/2012	70	43,027.89	17,729.99	25,297.90	4,590,701.45
11/1/2012	71	43,027.89	17,632.82	25,395.07	4,565,306.38
12/1/2012	72	43,027.89	17,535.28	25,492.61	4,539,813.77
1/1/2013	73	43,027.89	17,437.36	25,590.53	4,514,223.24
2/1/2013	74	43,027.89	17,339.07	25,688.82	4,488,534.42
3/1/2013	75	43,027.89	17,240.40	25,787.49	4,462,746.93
4/1/2013	76	43,027.89	17,141.35	25,886.54	4,436,860.39
5/1/2013	77	43,027.89	17,041.92	25,985.97	4,410,874.42
6/1/2013	78	43,027.89	16,942.11	26,085.78	4,384,788.64
7/1/2013	79	43,027.89	16,841.91	26,185.98	4,358,602.66
8/1/2013	80	43,027.89	16,741.33	26,286.56	4,332,316.10
9/1/2013	81	43,027.89	16,640.37	26,387.52	4,305,928.58
10/1/2013	82	43,027.89	16,539.01	26,488.88	4,279,439.70
11/1/2013	83	43,027.89	16,437.27	26,590.62	4,252,849.08
12/1/2013	84	43,027.89	16,335.13	26,692.76	4,226,156.32
1/1/2014	85	43,027.89	16,232.81	26,795.28	4,199,361.04
2/1/2014	86	43,027.89	16,129.69	26,898.20	4,172,462.84
3/1/2014	87	43,027.89	16,026.37	27,001.52	4,145,461.32
4/1/2014	88	43,027.89	15,922.66	27,105.23	4,118,356.09
5/1/2014	89	43,027.89	15,818.55	27,209.34	4,091,146.75
6/1/2014	90	43,027.89	15,714.04	27,313.85	4,063,832.90

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
7/1/2014	91	43,027.89	15,609.13	27,418.76	4,036,414.14
8/1/2014	92	43,027.89	15,503.81	27,524.08	4,008,890.06
9/1/2014	93	43,027.89	15,398.09	27,629.80	3,981,260.26
10/1/2014	94	43,027.89	15,291.97	27,735.92	3,953,524.34
11/1/2014	95	43,027.89	15,185.43	27,842.46	3,925,681.88
12/1/2014	96	43,027.89	15,078.49	27,949.40	3,897,732.48
1/1/2015	97	43,027.89	14,971.14	28,056.75	3,869,675.73
2/1/2015	98	43,027.89	14,863.37	28,164.52	3,841,511.21
3/1/2015	99	43,027.89	14,755.19	28,272.70	3,813,238.51
4/1/2015	100	43,027.89	14,646.60	28,381.29	3,784,857.22
5/1/2015	101	43,027.89	14,537.58	28,490.31	3,756,366.91
6/1/2015	102	43,027.89	14,428.15	28,599.74	3,727,767.17
7/1/2015	103	43,027.89	14,318.30	28,709.59	3,699,057.58
8/1/2015	104	43,027.89	14,208.03	28,819.86	3,670,237.72
9/1/2015	105	3,684,335.05	14,097.36	3,670,237.72	0.00
TOTAL		\$ 7,956,938.86	\$ 1,987,582.86	\$ 5,969,356.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 6% of the entire principal balance if prepaid in the Debt Service Number 0 through 9 of the Note Term; 5% of the entire principal balance if prepaid in the Debt Service Number 10 through 46 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 47 through 70 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 71 through 82 of the Note Term; 2% of the entire principal balance if prepaid in the Debt Service Number 83 through 94 of the Note Term; and 1% of the entire principal balance if prepaid in the Debt service Number 95 through 104 of the Note Term.

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EXHIBIT 3

ADDENDUM RELATING TO HELICOPTER
TO SCHEDULE NO. 3 TO MASTER FINANCING AGREEMENT

THIS ADDENDUM (the "Addendum") is dated as of December 1, 2006 among Banc of America Public Capital Corp ("Lender"), Allegheny County Hospital Development Authority ("Issuer") and West Penn Allegheny Foundation, LLC ("Obligor").

Recitals

A. Lender, Issuer and Obligor are entering into a Master Financing Agreement dated as of December 1, 2006 (the "Master Financing Agreement") and Schedule No. 3 thereto, dated as of December 1, 2006 ("Schedule No. 3" and, together with the Master Financing Agreement, the "Agreement").

B. The Equipment described in the Agreement includes helicopter(s).

C. Lender's and Issuer's willingness to enter into the Agreement is subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. All terms capitalized but not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms of this Addendum and the Master Financing Agreement, the terms of this Addendum shall prevail.

2. Obligor hereby represents and warrants that all representations and warranties of Obligor contained in the Agreement are true and correct in all material respects as of the date hereof (except to the extent such relate solely to an earlier date) and that no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.

3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and effect and are hereby ratified and confirmed by Obligor.

4. All references in the Agreement to "Equipment" or "Aircraft" mean the helicopter described in Schedule No. 3 and include engines, main rotor systems, transmissions, all components of such helicopter and any and all attachments thereto (but not including any part that has been removed from the Equipment in connection with any substitution, replacement, or exchange permitted by and in accordance with the terms of any Agreement or related document signed by Lender and Obligor).

5. In addition to requirements contained in the Agreement, Lender's willingness to fund from the Equipment Acquisition Fund held by the Escrow Agent shall be subject to the conditions precedent that: (1) the Obligor and the Lender shall have acknowledged in writing that the lease of the helicopters by Obligor to Allegheny General Hospital and West Penn Allegheny Health System, Inc, the Agreement and all other documents contemplated in the Agreement are satisfactory in form and substance to each of them, and (2) Lender, and/or Federal Aviation Administration ("FAA") Counsel, shall have received all of the following in form and substance satisfactory to Lender, and/or FAA Counsel:

(a) evidence of Obligor's reservation of an N number for the Equipment together with an assignment of the rights thereto to Lender, as assignee of Issuer;

(b) evidence that the Equipment has been duly certified as to type and airworthiness by the FAA;

(c) a Certificate of Acceptance executed by Obligor relating to the Equipment delivered to and accepted by Obligor;

(d) a resolution of Obligor's governing board authorizing the acquisition and financing of the Equipment in form and substance acceptable to Lender;

(e) evidence of insurance with respect to Equipment in compliance with Section 7(d) hereof;

(f) Certificate of Aircraft Registration (AC Form 8050-3), or, if the Certificate of Aircraft Registration has not been issued, an Aircraft Registration Application (AC Form 8050-1);

(g) Aircraft Bill of Sale (AC Form 8050-2);

(h) Standard Airworthiness Certificate (AC Form 8100-2); and

(i) FAA Security Agreement granting Lender a security interest in the Equipment;

(j) A written opinion addressed to Lender from Lender's special FAA Counsel regarding, among other things, Lender's first priority mortgage on and security interest in the Aircraft, free and clear of all other liens, mortgages, security interests, pledges, title retentions, charges, financing statements or other encumbrances of any kind whatsoever ("Liens");

(k) and any other documents or items reasonably requested by Lender or Issuer.

6. On the date Schedule No. 3 is funded, and/or Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Obligor further represents: (a) that all filings, recordings or other actions necessary or desirable in order to establish, protect and perfect the security interest created in favor of Lender with the FAA will have been effected, and all

taxes, fees and other charges in connection therewith shall have been duly paid; (b) that the helicopter engine has at least 550 rated take-off horsepower or its equivalent.

7. Obligor hereby agrees to the following:

(a) to promptly give written notice to Lender of (i) the occurrence of any Event of Default or any event which with notice, with lapse of time and/or with any further condition, event or act would constitute an Event of Default; (ii) the occurrence of any Event of Loss (defined in subsection 7(e)); (iii) the commencement or threat of any material litigation or proceedings affecting the Aircraft; and (iv) any dispute between Obligor and any governmental regulatory body or other party that involves the Aircraft;

(b) to (i) duly observe and conform to all requirements of any governmental authorities relating to the Aircraft; (ii) remain a citizen of the United States within the meaning of Subtitle VII of Title 49 of the United States Code, as amended and recodified; (iii) make any filing or registration with any governmental, administrative or agency entity which at the time shall be required with respect to the performance of its obligations under this Addendum and the operation of the Aircraft; (iv) cause the Aircraft to remain duly registered, in its name, under Subtitle VII of Title 49 of the United States Code, as amended and recodified; (v) maintain all Records (as defined below) to be maintained in respect of the Aircraft; (vi) permit Lender or its authorized representative to inspect the Aircraft or the Records maintained with respect thereto at any reasonable time or times.

Records shall mean the original versions of any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Aircraft (whether in existence as of, or created at any time after, the date the Equipment is accepted), including, without limitation, (i) all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer or supplier of the Aircraft (or any part thereof) with respect to the enforcement of warranties or otherwise, and (ii) with respect to the Airframe, any Engine, APU or Part, all records related to any manufacturer's maintenance service program, computerized maintenance monitoring program or engine maintenance program, which Records shall be at all times the property of Obligor.

(c) Obligor will not permit the Aircraft to be operated outside the continental United States without the prior written consent of Lender, which consent shall not be unreasonably withheld, or change its principal base from that specified on the Schedule relating thereto without prior written notice to Lender. Obligor further agrees not to operate the Aircraft in any area excluded from coverage by any insurance required by the terms hereof (or not specifically covered by such insurance), or in any recognized or threatened area of hostilities unless fully covered to Lender's satisfaction by hull, war, and political risk insurance. Obligor will operate or cause the Aircraft to be operated in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations relating thereto, and will cause the Aircraft to be operated in compliance

with the requirements of the insurance policies required herein, and in accordance with the manufacturer's or supplier's instructions or manuals and only by competent, duly qualified and certified personnel. Obligor will, at its own expense, or will cause its lessee(s) at their own expense to, maintain, service, repair, overhaul and test the Aircraft, and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved at a level which is the higher of, (i) its value, condition and operating efficiency when delivered to Obligor, reasonable wear and tear excepted, or (ii) the level required by any governmental authority having jurisdiction with respect thereto, and, in any case, the level necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under Subtitle VII of Title 49 of the United States Code, as amended and recodified, or as shall be required by any and all applicable FAA Airworthiness Directives and Service Bulletins. All such repairs, parts, mechanisms, devices and replacements shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. Obligor will not make or authorize any improvement, change, addition or alteration to the Aircraft if it will impair the originally intended function or use of the Aircraft, impair the value of the Aircraft as it existed immediately prior thereto, or violate any applicable industry standard or governmental law, rule, regulation or standard; and any Part (as defined below), mechanism, device or replacement added to the Aircraft in connection therewith shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. If requested by Lender in writing, Obligor shall, at its expense, attach to the Aircraft a notice satisfactory to Lender disclosing Lender's security interest in the Aircraft.

Parts shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment or property of whatever nature (other than Additions or Engines), which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or any Auxiliary Power Unit.

(d) Obligor agrees to maintain, or cause its lessee(s) to maintain, at all times, at its or its lessee(s) own cost and expense, with insurers of recognized responsibility reasonably satisfactory to Lender (but in no event having an A.M. Best or comparable agency rating of less than "A-"): (i) (A) comprehensive aircraft and general liability insurance against bodily injury or property damage claims including contractual liability, premises damage, public liability, death and property damage liability, and public and passenger legal liability coverage, in an amount not less than \$50,000,000.00 for each single occurrence, (B) personal injury liability in an amount not less than \$25,000,000.00 in the aggregate, (ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (1) the full replacement value of the Aircraft (as determined by Lender), or (2) the unpaid principal amount of Schedule No. 3 (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of the Agreement), (iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required in paragraphs (i)(A) and (ii), as applicable. Any policies of insurance

carried in accordance with this Section and any policies taken out in substitution or replacement or any such policies (i) shall be amended to name Lender and Issuer as an additional insured under any liability policies, (ii) with respect to insurance carried in accordance with this subsection, shall provide that any amount(s) payable thereunder shall be paid directly to Lender, or Issuer, as loss payee as the case may be, and not to any of these parties and Obligor jointly (iii) shall provide that any cancellation, lapse or substantial change in scope or amount or other terms of any of the coverage required hereunder shall not be effective as to Lender or Issuer until the thirtieth (30th) day following receipt by Lender and Issuer of written notice by such insurer of such cancellation, lapse or change, (iv) shall provide that the insurance shall not be invalidated as to Lender or Issuer by any action or inaction of Obligor or any other Person (other than Lender) as it relates to physical damage coverage, and regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Obligor or any other Person (other than Lender), (v) shall be primary insurance, not subject to any co-insurance clause and without right of contribution from any other insurance, (vi) shall provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured or loss payee, and (vii) shall waive any right of such insurer to any setoff, counterclaim or other deduction, by attachment or otherwise, in respect of Lender, Issuer or Obligor. All of the coverage required herein shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. Annually on the anniversary of the date the Schedule is funded, Obligor shall furnish to Lender and Issuer an insurance certificate evidencing that Obligor has obtained the insurance coverage required hereby for twelve (12) month period commencing from and after such anniversary date, and if Lender or Issuer shall so request, a copy of each applicable policy. Obligor will also advise Lender and Issuer in writing at least thirty (30) days prior to the expiration or termination date of any insurance carried and maintained on or with respect to the Aircraft pursuant to this Section.

(e) (1) Upon the occurrence of any Event of Loss (hereinafter defined) with respect to the Airframe and/or Aircraft, Obligor shall notify Lender of any such Event of Loss within five (5) days of the date thereof. For the purposes hereof, an "Event of Loss" shall mean any of the following events with respect to the Aircraft, the Airframe (as defined below) or any Engine, Rotor Blade or Rotor Component: (i) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or resulting in an insurance settlement on the basis of a total or constructive total loss, rendition of such property permanently unfit for normal use for any reason whatsoever; (ii) any taking of title to or use or possession of, such property by the act of any governmental authority (foreign or domestic); (iii) as a result of any rule, regulation, order or other action by any governmental authority (foreign or domestic), including, without limitation, the FAA, the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of six (6) consecutive months; (iv) with respect to any Engine, Rotor Blade or Rotor Component, the removal thereof from the Airframe for a period of six (6) months or longer; or (v) such property shall be returned to the manufacturer other than for repair, replacement or maintenance. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe. An

Event of Loss with respect to any Engine, Rotor Blade or Rotor Component shall not, without loss of the Airframe, be deemed an Event of Loss with respect to the Aircraft.

Airframe shall mean (i) the Aircraft described in Schedule No. 3, and shall not include the Engines, Rotor Blades and Rotor Components or any Auxiliary Power Unit, and (ii) any and all Parts from time to time incorporated in, installed on, or attached to such Aircraft and any and all Parts removed therefrom.

(2) Upon an Event of Loss with respect to any Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe upon which such Engine was installed, Obligor shall give Lender prompt written notice thereof and shall within thirty (30) days after the occurrence of such Event of Loss, duly convey to Lender a security interest to a similar or better engine of the same make and model number as the Engine suffering the Event of Loss. Such engine shall be free and clear of all Liens, have a value, utility, and useful life at least equal to, and be in as good an operating condition as, the Engine suffering the Event of Loss, assuming such Engine was of the value and utility and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Obligor, at its own cost and expense, shall furnish Lender with such documents to evidence such conveyance as Lender shall request. Each such replacement engine shall, after such conveyance be deemed an "Engine" as defined herein and shall be deemed part of the same Aircraft as was the Engine replaced thereby. No Event of Loss with respect to an Engine shall result in any reduction or delay in the payment of payments due under the Schedule or relieve Obligor of any obligation hereunder.

(f) At any time when Obligor is required by the terms of the Agreement to deliver the Equipment to Lender, Obligor shall, at Obligor's expense, deliver the Equipment to a location within the continental United States as Lender shall designate.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: *T. S. McJ...*

Name: THOMAS S. McJ... JR

Title: Asst. TREASURER

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

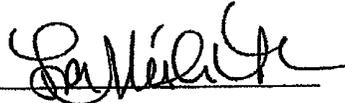
Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By:  _____

Name: LaMés Abram

Title: Vice President

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By:  _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

Document Divider

Exhibit 4

Cape Town Convention Rider ("Rider") to Master Financing Agreement, dated as of December 29, 2006, and Schedule No 3 thereto, dated as of December 29, 2006 (collectively the "Security Agreement") by and among Banc of America Public Capital Corp, as Lender ("Lender"), Allegheny County Hospital Development Authority, as Issuer ("Issuer"), and West Penn Allegheny Foundation, LLC as Obligor ("Grantor")

All capitalized terms not defined in this Rider are defined in the Security Agreement or in the International Registry Regulations. Execution of the Security Agreement by Grantor, Issuer and Lender shall be deemed to constitute execution and acceptance of the terms and conditions of this Rider, and it shall supplement and be a part of the Security Agreement

This Rider will bring the Security Agreement in compliance with the provisions of the Cape Town Convention (as defined below).

1 Grantor hereby represents and warrants the following:

a. Grantor is 'situated' in a country that has ratified or acceded to the Cape Town Convention within the meaning of Article 4 of the Convention.

b. The Security Agreement does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Grantor of the Security Agreement, or the validity or enforceability of the Security Agreement, except for recordation of this Agreement with the FAA, the filing of UCC financing statements in the appropriate recording offices, and the filing of the appropriate documentation to register Lender's International Interest in the Aircraft with the International Registry which shall have been duly effected as of the date Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment.

c. Grantor has good and marketable title to the Aircraft free and clear of all encumbrances except the security interest created by the Security Agreement in favor of Lender and the International Interest created by the sale of the Aircraft to Grantor; and all filings, recordings or other actions necessary or desirable in order to establish, perfect and give first priority to such security interest (including, the filing of this Agreement with the FAA, any filings with the International Registry pursuant to the Cape Town Convention) have been duly effected; all of as the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment.

d. There are no International Interests registered with the International Registry with respect to the Aircraft or the Security Agreement, and Grantor will not permit any International Interests to be filed with the International Registry except (1) for the sale of the Equipment to Grantor, (2) with respect to Lender's interest in the Aircraft or (3) as otherwise consented to in writing by Lender;

e. Grantor is a Transacting User Entity, has appointed an Administrator and has designated a Professional User Entity, which is Lender's FAA Escrow Agent. Grantor has paid all required fees and taken all actions necessary to enable Lender to register any International Interest with the International Registry;

f. Grantor has the power to grant any security interests described in the Security Agreement, each within the meaning of Article 7(b) of the Convention;

g. Each of the Engines has greater than 550 rated takeoff shaft horsepower or the equivalent of such horsepower;

h. The Airframe is type certified by the FAA to transport at least five people (including crew) or goods in excess of 450 kilograms; and

2 Grantor agrees to promptly execute and deliver to Lender such International Registry filings and other documents, and take such further action, as Lender may from time to time reasonably request in order to further carry out the intent and purpose of this Rider and to establish and protect the rights, interests and remedies created, or intended to be created, in favor of Lender. Grantor further agrees not to discharge or allow to be discharged any International Interest created in favor of Lender without Lender's prior written consent and to promptly cause any non-consensual lien that is filed on the International Registry to be discharged

3 In addition to the security interests granted in the Security Agreement, Grantor further grants Lender a first priority security interest in and lien on, and collaterally assigns to Lender, all of Grantor's right, title and interest in, to and under any and all Associated Rights.

4 Grantor hereby consents to the registration of any International Interest arising in connection with the Security Agreement in favor of Lender and hereby authorizes its Professional User Entity to consent to the registration (including all Final Consents thereto) of any International Interest with the International Registry upon request therefor by Lender. At closing, Grantor hereby agrees to authorize its Professional User Entity to consent to the registration(s) of any International Interest(s)

5 In addition to all other rights and remedies granted to it in the Security Agreement, Lender may exercise all rights and remedies of a creditor under the Cape Town Convention, which may be used successively and cumulatively and in addition to any other right or remedy referred to in the Security Agreement or otherwise available to Lender at law or in equity.

6 Grantor shall pay to Lender, or Issuer, upon demand all fees, costs and expenses incurred by or on behalf of Lender at any time in connection with the Cape Town Convention and the International Registry

7 Notwithstanding anything to the contrary contained in the Security Agreement, the parties may bring a judicial proceeding in the Republic of Ireland against the registrar of the International Registry solely and to the extent such proceeding seeks an order or judgment against the International Registry.

8 Conditions Precedent and Subsequent to Closing. On or prior to the date hereof, or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Grantor shall deliver the following to Lender and/or Lender's FAA Escrow Agent, all in form and substance satisfactory to Lender and Lender's FAA Escrow Agent: (a) evidence that Grantor is a Transacting User Entity and has designated a Professional User Entity which shall be Lender's FAA Escrow Agent; (b) fully completed and authorized discharges of any International Interests (including Final Consents thereto); (c) duly completed AC Form 8050-135 FAA Entry Point Filing Form[s] International Registry with respect to the Security Agreement; (d) a Priority Search Certificate from the International Registry addressed to Lender indicating that the Aircraft is free and clear of Encumbrances, and, on the date hereof, confirmation from Lender's FAA Escrow Agent that a Priority Search Certificate from the International Registry indicates that the Aircraft is free and clear of Liens; (e) at closing, Lender and Lender's FAA Escrow Agent shall receive confirmation by Grantor's Professional User Entity that each such party has consented to the registration of all International Interests (including all required Final Consents); and (f) such other documents as are necessary, in the opinion of Lender's FAA Escrow Agent or Lender, to register Lender's International Interest in the Aircraft, along with any Associated Rights thereto pursuant to the Cape Town Convention, free and clear of Encumbrances. Immediately after closing, but on the date hereof or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive a Priority Search Certificate from the International Registry addressed to Lender evidencing that its International Interest in the Aircraft and any Associated Rights has been duly registered therein and is searchable. Within five (5) business days after the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive an opinion of Lender's FAA Escrow Agent satisfactory to Lender that title to the Airframe is vested in Grantor, that Lender has a valid and perfected security interest in the Aircraft, that Lender has a duly registered and searchable International Interest in the Aircraft, and that the Aircraft (including the Airframe and Engines) is free and clear of all other Encumbrances of record.

9 For purposes of this Rider, the following terms shall have the following meanings:

Administrator shall have the meaning ascribed thereto in the International Registry Regulations.

Aircraft Protocol shall mean the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa as the same may be amended or modified from time to time.

Associated Rights shall have the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by Grantor under the Security Agreement, the Note or Related Documents which are secured by or associated with the Equipment.

Cape Town Convention shall mean, collectively, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations.

Convention shall mean the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time

FAA shall mean the U.S. Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person, governmental department, bureau, authority, commission or agency succeeding to the functions of any of the foregoing, including, where applicable, the Transportation Security Administration.

Final Consent shall have the meaning ascribed thereto in the International Registry Procedures

International Interest shall have the meaning ascribed thereto in the Cape Town Convention.

International Registry shall mean the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto

International Registry Procedures shall mean the official English language text of the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time

International Registry Regulations shall mean the official English language text of the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time

Lender's FAA Escrow Agent shall mean Daughtery, Fowler, Peregrin, Haught & Jenson, 204 North Robinson, Suite 900, Oklahoma City, Oklahoma 73102.

Priority Search Certificate shall have the meaning ascribed thereto in the International Registry Procedures

Professional User Entity shall have the meaning ascribed thereto in the International Registry Regulations and shall, with respect to Grantor, be Lender's FAA Escrow Agent

Transacting User Entity shall have the meaning ascribed thereto in the International Registry Regulations.

10. Miscellaneous. This Rider, together with the Security Agreement, the Note and Related Documents, constitute the entire agreement between the parties hereto, and supersede all prior or contemporaneous agreements, communications and understandings, both written or oral with respect to the subject matter of this Rider.

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SCHEDULE NO. 4

TO MASTER FINANCING AGREEMENT
By and Between

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

and

ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY,
as Issuer

and

WEST PENN ALLEGHENY FOUNDATION, LLC,
as Obligor

Dated as of December 29, 2006

THIS SCHEDULE NO. 4 (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of December 29, 2006, by and among Banc of America Public Capital Corp, as lender ("Lender"), Allegheny County Hospital Development Authority, as issuer ("Issuer") and West Penn Allegheny Foundation, LLC, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. 4 jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Notes, Series B of 2006 (West Penn Allegheny Foundation, LLC Project) which shall consist of four (4) notes, one for each Schedule to the Master Financing Agreement, the note for this Schedule No. 4 is Series B-4 of 2006 (the "Series B-4 Note"), in the principal amount of \$5,969,356, and Issuer shall issue the Series B-4 Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series B-4 Note Proceeds by Lender in accordance with Obligor's Payment Instructions. Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment")
2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall serve the medical community throughout Westmoreland County and western Pennsylvania, and have its base of operation located at Greensburg-Jeanette Regional Airport, Greensburg, Westmoreland County, Pennsylvania. It is possible that at any time during the term of this Agreement, Obligor upon notice to Purchaser shall move its base of operation to any of the following locations: (i) Indiana Regional Medical Center, White Township, Indiana County, Pennsylvania; (ii) Rostraver Airport, Belle Vernon,

Westmoreland County, Pennsylvania; or, (iii) Allegheny General Hospital, 320 East North Avenue, Pittsburgh, Allegheny County, Pennsylvania.

3. Issuer is issuing the Series B-4 Note in the principal amount of \$5,969,356 to finance the costs of the Equipment. The proceeds of the Series B-4 Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made to Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series B-4 Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series B-4 Note.
4. The Series B-4 Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is \$5,969,356. The Series B-4 Note Proceeds shall be disbursed in accordance with Obligor's Payment Instructions. The Loan Payment dates and the Loan Payment amounts (including the principal and interest components thereof) are as set forth in Exhibit 2 hereto.
5. The Issuer's Initial Administrative and Legal Fee in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$23,600.00. The Annual Administrative Fee charged by the Issuer in connection with the execution of this Schedule, and the other three Schedules related to the Series B Notes, is \$6,000.00, and is due on the closing date and on each December 1st thereafter, so long as any Series B Note remains outstanding.
6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 31682
Tampa, Florida 33631-3682

All payments to Issuer are to be paid to the Issuer at the following address:

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

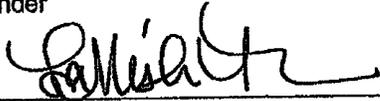
7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-4 Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.
8. Issuer further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series B-4 Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement

were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.
10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Obligor's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed
11. (a) The Series B-4 Note and the Loan Payments are subject to prepayment pursuant to Section 10.01(b) of the Master Financing Agreement at the prepayment premium set forth in Exhibit 2 hereto.
(b) In the event of a prepayment of the Loan Payments and the Series B-4 Note pursuant to Article VIII or Section 10.03 of the Master Financing Agreement, the prepayment premium shall be as set forth in Exhibit 2 hereto.
(c) In the event of any prepayment of the Loan Payments and the Series B-4 Note pursuant to Section 11.03 (b) of the Master Financing Agreement, the prepayment premium shall be the same as for a prepayment under Section 10.01(b) of the Master Financing Agreement and paragraph 11(a) above.
(d) Obligor shall prepay the Loan Payments, and the Series B-4 Note shall be prepaid simultaneously, on June 28, 2008, or such later date as agreed to by the Lender, Issuer and Obligor, at a prepayment price equal to the outstanding principal amount thereof being prepaid plus any accrued but unpaid interest if the conditions set forth in Section 2.03 of the Escrow Agreement, dated as of December 29, 2006, among Lender, Obligor and Deutsche Bank, National Association, as Escrow Agent, have not been satisfied by that date.
13. Attached hereto as Exhibit 3 and incorporated herein by reference is an Addendum Relating to Helicopter.
13. Attached hereto as Exhibit 4 and incorporated herein by reference is a Cape Town Convention Rider.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 4 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: 

Name: LaMesh Abram

Title: Vice President

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____

Name: _____

Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____

Name: _____

Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 4 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By:  _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: _____
Name: _____
Title: _____

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 4 as of the day and year first written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: _____
Name: _____
Title: _____

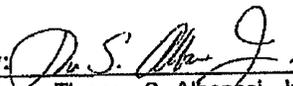
An Authorized Officer

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY
as Issuer

By: _____
Name: _____
Title: _____

An Authorized Officer

WEST PENN ALLEGHENY
FOUNDATION, LLC,
as Obligor

By: 
Name: Thomas S. Albanesi, Jr., CPA, FHFMA
Title: Assistant Treasurer

An Authorized Officer

Counterpart No. ____ of 6 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

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EXHIBIT 1

EQUIPMENT DESCRIPTION

[TO BE PROVIDED BY LENDER UPON FUNDING OF HELICOPTER #4]

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West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9115

Average Life: 7.31 Years

Interest Only Till October 1, 2007

Date	Debt Service Number	Debt Service	Interest 4.6101%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$ 5,969,356.00
1/1/2007	1	1,528.86	1,528.86	-	5,969,356.00
2/1/2007	2	22,932.93	22,932.93	-	5,969,356.00
3/1/2007	3	22,932.93	22,932.93	-	5,969,356.00
4/1/2007	4	22,932.93	22,932.93	-	5,969,356.00
5/1/2007	5	22,932.93	22,932.93	-	5,969,356.00
6/1/2007	6	22,932.93	22,932.93	-	5,969,356.00
7/1/2007	7	22,932.93	22,932.93	-	5,969,356.00
8/1/2007	8	22,932.93	22,932.93	-	5,969,356.00
9/1/2007	9	22,932.93	22,932.93	-	5,969,356.00
10/1/2007	10	22,932.93	22,932.93	-	5,969,356.00
11/1/2007	11	43,031.81	22,932.93	20,098.88	5,949,257.12
12/1/2007	12	43,031.81	22,855.72	20,176.09	5,929,081.03
1/1/2008	13	43,031.81	22,778.21	20,253.60	5,908,827.43
2/1/2008	14	43,031.81	22,700.40	20,331.41	5,888,496.02
3/1/2008	15	43,031.81	22,622.29	20,409.52	5,868,086.50
4/1/2008	16	43,031.81	22,543.88	20,487.93	5,847,598.57
5/1/2008	17	43,031.81	22,465.17	20,566.64	5,827,031.93
6/1/2008	18	43,031.81	22,386.16	20,645.65	5,806,386.28
7/1/2008	19	43,031.81	22,308.84	20,724.97	5,785,661.31
8/1/2008	20	43,031.81	22,227.22	20,804.59	5,764,856.72
9/1/2008	21	43,031.81	22,147.29	20,884.52	5,743,972.20
10/1/2008	22	43,031.81	22,067.06	20,964.75	5,723,007.45
11/1/2008	23	43,031.81	21,986.52	21,045.29	5,701,962.16
12/1/2008	24	43,031.81	21,905.67	21,126.14	5,680,836.02
1/1/2009	25	43,031.81	21,824.50	21,207.31	5,659,628.71
2/1/2009	26	43,031.81	21,743.03	21,288.78	5,638,339.93
3/1/2009	27	43,031.81	21,661.24	21,370.57	5,616,969.36
4/1/2009	28	43,031.81	21,579.14	21,452.67	5,595,516.69
5/1/2009	29	43,031.81	21,496.73	21,535.08	5,573,981.61
6/1/2009	30	43,031.81	21,413.99	21,617.82	5,552,363.79
7/1/2009	31	43,031.81	21,330.94	21,700.87	5,530,662.92
8/1/2009	32	43,031.81	21,247.57	21,784.24	5,508,878.68
9/1/2009	33	43,031.81	21,163.88	21,867.93	5,487,010.75
10/1/2009	34	43,031.81	21,079.87	21,951.94	5,465,058.81
11/1/2009	35	43,031.81	20,995.54	22,036.27	5,443,022.54
12/1/2009	36	43,031.81	20,910.88	22,120.93	5,420,901.61
1/1/2010	37	43,031.81	20,825.89	22,205.92	5,398,695.69
2/1/2010	38	43,031.81	20,740.58	22,291.23	5,376,404.46

Date	Debt Service Number	Debt Service	Interest 4.6101%	Principal Retired	Remaining Balance ⁽¹⁾
3/1/2010	39	43,031.81	20,654.95	22,376.86	5,354,027.60
4/1/2010	40	43,031.81	20,568.98	22,462.83	5,331,564.77
5/1/2010	41	43,031.81	20,482.68	22,549.13	5,309,015.64
6/1/2010	42	43,031.81	20,396.05	22,635.76	5,286,379.88
7/1/2010	43	43,031.81	20,309.09	22,722.72	5,263,657.16
8/1/2010	44	43,031.81	20,221.80	22,810.01	5,240,847.15
9/1/2010	45	43,031.81	20,134.16	22,897.65	5,217,949.50
10/1/2010	46	43,031.81	20,046.20	22,985.61	5,194,963.89
11/1/2010	47	43,031.81	19,957.89	23,073.92	5,171,889.97
12/1/2010	48	43,031.81	19,869.25	23,162.56	5,148,727.41
1/1/2011	49	43,031.81	19,780.26	23,251.55	5,125,475.86
2/1/2011	50	43,031.81	19,690.93	23,340.88	5,102,134.98
3/1/2011	51	43,031.81	19,601.26	23,430.55	5,078,704.43
4/1/2011	52	43,031.81	19,511.25	23,520.56	5,055,183.87
5/1/2011	53	43,031.81	19,420.89	23,610.92	5,031,572.95
6/1/2011	54	43,031.81	19,330.18	23,701.63	5,007,871.32
7/1/2011	55	43,031.81	19,239.12	23,792.69	4,984,078.63
8/1/2011	56	43,031.81	19,147.72	23,884.09	4,960,194.54
9/1/2011	57	43,031.81	19,055.96	23,975.85	4,936,218.69
10/1/2011	58	43,031.81	18,963.85	24,067.96	4,912,150.73
11/1/2011	59	43,031.81	18,871.39	24,160.42	4,887,990.31
12/1/2011	60	43,031.81	18,778.57	24,253.24	4,863,737.07
1/1/2012	61	43,031.81	18,686.39	24,346.42	4,839,390.65
2/1/2012	62	43,031.81	18,591.86	24,439.95	4,814,950.70
3/1/2012	63	43,031.81	18,497.97	24,533.84	4,790,416.86
4/1/2012	64	43,031.81	18,403.71	24,628.10	4,765,788.76
5/1/2012	65	43,031.81	18,309.10	24,722.71	4,741,066.05
6/1/2012	66	43,031.81	18,214.12	24,817.69	4,716,248.36
7/1/2012	67	43,031.81	18,118.77	24,913.04	4,691,335.32
8/1/2012	68	43,031.81	18,023.06	25,008.75	4,666,326.57
9/1/2012	69	43,031.81	17,926.98	25,104.83	4,641,221.74
10/1/2012	70	43,031.81	17,830.54	25,201.27	4,616,020.47
11/1/2012	71	43,031.81	17,733.72	25,298.09	4,590,722.38
12/1/2012	72	43,031.81	17,636.53	25,395.28	4,565,327.10
1/1/2013	73	43,031.81	17,538.97	25,492.84	4,539,834.26
2/1/2013	74	43,031.81	17,441.03	25,590.78	4,514,243.48
3/1/2013	75	43,031.81	17,342.72	25,689.09	4,488,554.39
4/1/2013	76	43,031.81	17,244.02	25,787.79	4,462,766.60
5/1/2013	77	43,031.81	17,144.95	25,886.86	4,436,879.74
6/1/2013	78	43,031.81	17,045.50	25,986.31	4,410,893.43
7/1/2013	79	43,031.81	16,945.67	26,086.14	4,384,807.29
8/1/2013	80	43,031.81	16,845.45	26,186.36	4,358,620.93
9/1/2013	81	43,031.81	16,744.85	26,286.96	4,332,333.97
10/1/2013	82	43,031.81	16,643.86	26,387.95	4,305,946.02
11/1/2013	83	43,031.81	16,542.48	26,489.33	4,279,456.69
12/1/2013	84	43,031.81	16,440.72	26,591.09	4,252,865.60
1/1/2014	85	43,031.81	16,338.56	26,693.25	4,226,172.35
2/1/2014	86	43,031.81	16,236.01	26,795.80	4,199,376.55
3/1/2014	87	43,031.81	16,133.07	26,898.74	4,172,477.81
4/1/2014	88	43,031.81	16,029.73	27,002.08	4,145,475.73
5/1/2014	89	43,031.81	15,925.99	27,105.82	4,118,369.91

Date	Debt Service Number	Debt Service	Interest 4.6101%	Principal Retired	Remaining Balance ⁽¹⁾
6/1/2014	90	43,031.81	15,821.86	27,209.95	4,091,159.96
7/1/2014	91	43,031.81	15,717.32	27,314.49	4,063,845.47
8/1/2014	92	43,031.81	15,612.39	27,419.42	4,036,426.05
9/1/2014	93	43,031.81	15,507.05	27,524.76	4,008,901.29
10/1/2014	94	43,031.81	15,401.30	27,630.51	3,981,270.78
11/1/2014	95	43,031.81	15,295.15	27,736.66	3,953,534.12
12/1/2014	96	43,031.81	15,188.59	27,843.22	3,925,690.90
1/1/2015	97	43,031.81	15,081.63	27,950.18	3,897,740.72
2/1/2015	98	43,031.81	14,974.25	28,057.56	3,869,683.16
3/1/2015	99	43,031.81	14,866.46	28,165.35	3,841,517.81
4/1/2015	100	43,031.81	14,758.25	28,273.56	3,813,244.25
5/1/2015	101	43,031.81	14,649.63	28,382.18	3,784,862.07
6/1/2015	102	43,031.81	14,540.59	28,491.22	3,756,370.85
7/1/2015	103	43,031.81	14,431.14	28,600.67	3,727,770.18
8/1/2015	104	43,031.81	14,321.26	28,710.55	3,699,059.63
9/1/2015	105	43,031.81	14,210.96	28,820.85	3,670,238.78
10/1/2015	106	3,684,338.97	14,100.22	3,670,238.78	-
TOTAL		\$ 7,980,286.18	\$ 2,010,930.18	\$ 5,969,356.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 6% of the entire principal balance if prepaid in the Debt Service Number 0 through 10 of the Note Term; 5% of the entire principal balance if prepaid in the Debt Service Number 11 through 47 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 38 through 71 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 72 through 83 of the Note Term; 2% of the entire principal balance if prepaid in the Debt Service Number 84 through 95 of the Note Term; and 1% of the entire principal balance if prepaid in the Debt service Number 96 through 105 of the Note Term.

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EXHIBIT 3

ADDENDUM RELATING TO HELICOPTER
TO SCHEDULE NO. 4 TO MASTER FINANCING AGREEMENT

THIS ADDENDUM (the "Addendum") is dated as of December 1, 2006 among Banc of America Public Capital Corp ("Lender"), Allegheny County Hospital Development Authority ("Issuer") and West Penn Allegheny Foundation, LLC ("Obligor").

Recitals

A. Lender, Issuer and Obligor are entering into a Master Financing Agreement dated as of December 1, 2006 (the "Master Financing Agreement") and Schedule No. 4 thereto, dated as of December 1, 2006 ("Schedule No. 4" and, together with the Master Financing Agreement, the "Agreement").

B. The Equipment described in the Agreement includes helicopter(s).

C. Lender's and Issuer's willingness to enter into the Agreement is subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. All terms capitalized but not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms of this Addendum and the Master Financing Agreement, the terms of this Addendum shall prevail.

2. Obligor hereby represents and warrants that all representations and warranties of Obligor contained in the Agreement are true and correct in all material respects as of the date hereof (except to the extent such relate solely to an earlier date) and that no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.

3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and effect and are hereby ratified and confirmed by Obligor.

4. All references in the Agreement to "Equipment" or "Aircraft" mean the helicopter described in Schedule No. 4 and include engines, main rotor systems, transmissions, all components of such helicopter and any and all attachments thereto (but not including any part that has been removed from the Equipment in connection with any substitution, replacement, or exchange permitted by and in accordance with the terms of any Agreement or related document signed by Lender and Obligor).

5. In addition to requirements contained in the Agreement, Lender's willingness to fund from the Equipment Acquisition Fund held by the Escrow Agent shall be subject to the conditions precedent that: (1) the Obligor and the Lender shall have acknowledged in writing that the lease of the helicopters by Obligor to Allegheny General Hospital and West Penn Allegheny Health System, Inc, the Agreement and all other documents contemplated in the Agreement are satisfactory in form and substance to each of them, and (2) Lender, and/or Federal Aviation Administration ("FAA") Counsel, shall have received all of the following in form and substance satisfactory to Lender, and/or FAA Counsel:

(a) evidence of Obligor's reservation of an N number for the Equipment together with an assignment of the rights thereto to Lender, as assignee of Issuer;

(b) evidence that the Equipment has been duly certified as to type and airworthiness by the FAA;

(c) a Certificate of Acceptance executed by Obligor relating to the Equipment delivered to and accepted by Obligor;

(d) a resolution of Obligor's governing board authorizing the acquisition and financing of the Equipment in form and substance acceptable to Lender;

(e) evidence of insurance with respect to Equipment in compliance with Section 7(d) hereof;

(f) Certificate of Aircraft Registration (AC Form 8050-3), or, if the Certificate of Aircraft Registration has not been issued, an Aircraft Registration Application (AC Form 8050-1);

(g) Aircraft Bill of Sale (AC Form 8050-2);

(h) Standard Airworthiness Certificate (AC Form 8100-2); and

(i) FAA Security Agreement granting Lender a security interest in the Equipment;

(j) A written opinion addressed to Lender from Lender's special FAA Counsel regarding, among other things, Lender's first priority mortgage on and security interest in the Aircraft, free and clear of all other liens, mortgages, security interests, pledges, title retentions, charges, financing statements or other encumbrances of any kind whatsoever ("Liens");

(k) and any other documents or items reasonably requested by Lender or Issuer.

6. On the date Schedule No. 4 is funded, and/or Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Obligor further represents: (a) that all filings, recordings or other actions necessary or desirable in order to establish, protect and perfect the security interest created in favor of Lender with the FAA will have been effected, and all

taxes, fees and other charges in connection therewith shall have been duly paid; (b) that the helicopter engine has at least 550 rated take-off horsepower or its equivalent.

7. Obligor hereby agrees to the following:

(a) to promptly give written notice to Lender of (i) the occurrence of any Event of Default or any event which with notice, with lapse of time and/or with any further condition, event or act would constitute an Event of Default; (ii) the occurrence of any Event of Loss (defined in subsection 7(e)); (iii) the commencement or threat of any material litigation or proceedings affecting the Aircraft; and (iv) any dispute between Obligor and any governmental regulatory body or other party that involves the Aircraft;

(b) to (i) duly observe and conform to all requirements of any governmental authorities relating to the Aircraft; (ii) remain a citizen of the United States within the meaning of Subtitle VII of Title 49 of the United States Code, as amended and recodified; (iii) make any filing or registration with any governmental, administrative or agency entity which at the time shall be required with respect to the performance of its obligations under this Addendum and the operation of the Aircraft; (iv) cause the Aircraft to remain duly registered, in its name, under Subtitle VII of Title 49 of the United States Code, as amended and recodified; (v) maintain all Records (as defined below) to be maintained in respect of the Aircraft; (vi) permit Lender or its authorized representative to inspect the Aircraft or the Records maintained with respect thereto at any reasonable time or times.

Records shall mean the original versions of any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Aircraft (whether in existence as of, or created at any time after, the date the Equipment is accepted), including, without limitation, (i) all records required to be maintained by the FAA or any other governmental agency or authority having jurisdiction with respect to the Aircraft or any manufacturer or supplier of the Aircraft (or any part thereof) with respect to the enforcement of warranties or otherwise, and (ii) with respect to the Airframe, any Engine, APU or Part, all records related to any manufacturer's maintenance service program, computerized maintenance monitoring program or engine maintenance program, which Records shall be at all times the property of Obligor.

(c) Obligor will not permit the Aircraft to be operated outside the continental United States without the prior written consent of Lender, which consent shall not be unreasonably withheld, or change its principal base from that specified on the Schedule relating thereto without prior written notice to Lender. Obligor further agrees not to operate the Aircraft in any area excluded from coverage by any insurance required by the terms hereof (or not specifically covered by such insurance), or in any recognized or threatened area of hostilities unless fully covered to Lender's satisfaction by hull, war, and political risk insurance. Obligor will operate or cause the Aircraft to be operated in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations relating thereto, and will cause the Aircraft to be operated in compliance

with the requirements of the insurance policies required herein, and in accordance with the manufacturer's or supplier's instructions or manuals and only by competent, duly qualified and certified personnel. Obligor will, at its own expense, or will cause its lessee(s) at their own expense to, maintain, service, repair, overhaul and test the Aircraft, and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the value, condition and operating efficiency thereof will at all times be maintained and preserved at a level which is the higher of, (i) its value, condition and operating efficiency when delivered to Obligor, reasonable wear and tear excepted, or (ii) the level required by any governmental authority having jurisdiction with respect thereto, and, in any case, the level necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under Subtitle VII of Title 49 of the United States Code, as amended and recodified, or as shall be required by any and all applicable FAA Airworthiness Directives and Service Bulletins. All such repairs, parts, mechanisms, devices and replacements shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. Obligor will not make or authorize any improvement, change, addition or alteration to the Aircraft if it will impair the originally intended function or use of the Aircraft, impair the value of the Aircraft as it existed immediately prior thereto, or violate any applicable industry standard or governmental law, rule, regulation or standard; and any Part (as defined below), mechanism, device or replacement added to the Aircraft in connection therewith shall immediately, without further act, become part of the Aircraft and subject to the security interest created by the Agreement. If requested by Lender in writing, Obligor shall, at its expense, attach to the Aircraft a notice satisfactory to Lender disclosing Lender's security interest in the Aircraft.

Parts shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment or property of whatever nature (other than Additions or Engines), which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or any Auxiliary Power Unit.

(d) Obligor agrees to maintain, or cause its lessee(s) to maintain, at all times, at its or its lessee(s) own cost and expense, with insurers of recognized responsibility reasonably satisfactory to Lender (but in no event having an A.M. Best or comparable agency rating of less than "A-"): (i) (A) comprehensive aircraft and general liability insurance against bodily injury or property damage claims including contractual liability, premises damage, public liability, death and property damage liability, and public and passenger legal liability coverage, in an amount not less than \$50,000,000.00 for each single occurrence, (B) personal injury liability in an amount not less than \$25,000,000.00 in the aggregate, (ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (1) the full replacement value of the Aircraft (as determined by Lender), or (2) the unpaid principal amount of Schedule No. 4 (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of the Agreement), (iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required in paragraphs (i)(A) and (ii), as applicable. Any policies of insurance

carried in accordance with this Section and any policies taken out in substitution or replacement or any such policies (i) shall be amended to name Lender and Issuer as an additional insured under any liability policies, (ii) with respect to insurance carried in accordance with this subsection, shall provide that any amount(s) payable thereunder shall be paid directly to Lender, or Issuer, as loss payee as the case may be, and not to any of these parties and Obligor jointly (iii) shall provide that any cancellation, lapse or substantial change in scope or amount or other terms of any of the coverage required hereunder shall not be effective as to Lender or Issuer until the thirtieth (30th) day following receipt by Lender and Issuer of written notice by such insurer of such cancellation, lapse or change, (iv) shall provide that the insurance shall not be invalidated as to Lender or Issuer by any action or inaction of Obligor or any other Person (other than Lender) as it relates to physical damage coverage, and regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Obligor or any other Person (other than Lender), (v) shall be primary insurance, not subject to any co-insurance clause and without right of contribution from any other insurance, (vi) shall provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured or loss payee, and (vii) shall waive any right of such insurer to any setoff, counterclaim or other deduction, by attachment or otherwise, in respect of Lender, Issuer or Obligor. All of the coverage required herein shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. Annually on the anniversary of the date the Schedule is funded, Obligor shall furnish to Lender and Issuer an insurance certificate evidencing that Obligor has obtained the insurance coverage required hereby for twelve (12) month period commencing from and after such anniversary date, and if Lender or Issuer shall so request, a copy of each applicable policy. Obligor will also advise Lender and Issuer in writing at least thirty (30) days prior to the expiration or termination date of any insurance carried and maintained on or with respect to the Aircraft pursuant to this Section.

(e) (1) Upon the occurrence of any Event of Loss (hereinafter defined) with respect to the Airframe and/or Aircraft, Obligor shall notify Lender of any such Event of Loss within five (5) days of the date thereof. For the purposes hereof, an "Event of Loss" shall mean any of the following events with respect to the Aircraft, the Airframe (as defined below) or any Engine, Rotor Blade or Rotor Component: (i) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or resulting in an insurance settlement on the basis of a total or constructive total loss, rendition of such property permanently unfit for normal use for any reason whatsoever; (ii) any taking of title to or use or possession of, such property by the act of any governmental authority (foreign or domestic); (iii) as a result of any rule, regulation, order or other action by any governmental authority (foreign or domestic), including, without limitation, the FAA, the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of six (6) consecutive months; (iv) with respect to any Engine, Rotor Blade or Rotor Component, the removal thereof from the Airframe for a period of six (6) months or longer; or (v) such property shall be returned to the manufacturer other than for repair, replacement or maintenance. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe. An

Event of Loss with respect to any Engine, Rotor Blade or Rotor Component shall not, without loss of the Airframe, be deemed an Event of Loss with respect to the Aircraft.

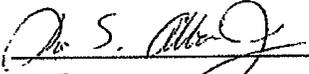
Airframe shall mean (i) the Aircraft described in Schedule No. 4, and shall not include the Engines, Rotor Blades and Rotor Components or any Auxiliary Power Unit, and (ii) any and all Parts from time to time incorporated in, installed on, or attached to such Aircraft and any and all Parts removed therefrom.

(2) Upon an Event of Loss with respect to any Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe upon which such Engine was installed, Obligor shall give Lender prompt written notice thereof and shall within thirty (30) days after the occurrence of such Event of Loss, duly convey to Lender a security interest to a similar or better engine of the same make and model number as the Engine suffering the Event of Loss. Such engine shall be free and clear of all Liens, have a value, utility, and useful life at least equal to, and be in as good an operating condition as, the Engine suffering the Event of Loss, assuming such Engine was of the value and utility and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Obligor, at its own cost and expense, shall furnish Lender with such documents to evidence such conveyance as Lender shall request. Each such replacement engine shall, after such conveyance be deemed an "Engine" as defined herein and shall be deemed part of the same Aircraft as was the Engine replaced thereby. No Event of Loss with respect to an Engine shall result in any reduction or delay in the payment of payments due under the Schedule or relieve Obligor of any obligation hereunder.

(f) At any time when Obligor is required by the terms of the Agreement to deliver the Equipment to Lender, Obligor shall, at Obligor's expense, deliver the Equipment to a location within the continental United States as Lender shall designate.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: 

Name: Thomas S. ALBANESE, JR

Title: Asst. TREASURER

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By:  _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

West Penn Allegheny Foundation, LLC,
as Obligor

By: _____

Name: _____

Title: _____

Allegheny County Hospital
Development Authority,
As Issuer

By: _____

Name: _____

Title: _____

Banc of America Public Capital Corp,
as Lender

By:  _____

Name: **LaMés Abram**

Title: **Vice President**

Document Divider

Exhibit 4

Cape Town Convention Rider ("Rider") to Master Financing Agreement, dated as of December 29, 2006, and Schedule No. 4 thereto, dated as of December 29, 2006 (collectively the "Security Agreement") by and among Banc of America Public Capital Corp, as Lender ("Lender"), Allegheny County Hospital Development Authority, as Issuer ("Issuer"), and West Penn Allegheny Foundation, LLC as Obligor ("Grantor").

All capitalized terms not defined in this Rider are defined in the Security Agreement or in the International Registry Regulations. Execution of the Security Agreement by Grantor, Issuer and Lender shall be deemed to constitute execution and acceptance of the terms and conditions of this Rider, and it shall supplement and be a part of the Security Agreement.

This Rider will bring the Security Agreement in compliance with the provisions of the Cape Town Convention (as defined below).

1 Grantor hereby represents and warrants the following:

- a. Grantor is 'situated' in a country that has ratified or acceded to the Cape Town Convention within the meaning of Article 4 of the Convention.
- b. The Security Agreement does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Grantor of the Security Agreement, or the validity or enforceability of the Security Agreement, except for recordation of this Agreement with the FAA, the filing of UCC financing statements in the appropriate recording offices, and the filing of the appropriate documentation to register Lender's International Interest in the Aircraft with the International Registry which shall have been duly effected as of the date Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment.
- c. Grantor has good and marketable title to the Aircraft free and clear of all encumbrances except the security interest created by the Security Agreement in favor of Lender and the International Interest created by the sale of the Aircraft to Grantor; and all filings, recordings or other actions necessary or desirable in order to establish, perfect and give first priority to such security interest (including, the filing of this Agreement with the FAA, any filings with the International Registry pursuant to the Cape Town Convention) have been duly effected; all of as the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment.
- d. There are no International Interests registered with the International Registry with respect to the Aircraft or the Security Agreement, and Grantor will not permit any International Interests to be filed with the International Registry except (1) for the sale of the Equipment to Grantor, (2) with respect to Lender's interest in the Aircraft or (3) as otherwise consented to in writing by Lender;
- e. Grantor is a Transacting User Entity, has appointed an Administrator and has designated a Professional User Entity, which is Lender's FAA Escrow Agent. Grantor has paid all required fees and taken all actions necessary to enable Lender to register any International Interest with the International Registry;
- f. Grantor has the power to grant any security interests described in the Security Agreement, each within the meaning of Article 7(b) of the Convention;
- g. Each of the Engines has greater than 550 rated takeoff shaft horsepower or the equivalent of such horsepower;
- h. The Airframe is type certified by the FAA to transport at least five people (including crew) or goods in excess of 450 kilograms; and

2 Grantor agrees to promptly execute and deliver to Lender such International Registry filings and other documents, and take such further action, as Lender may from time to time reasonably request in order to further carry out the intent and purpose of this Rider and to establish and protect the rights, interests and remedies created, or intended to be created, in favor of Lender. Grantor further agrees not to discharge or allow to be discharged any International Interest created in favor of Lender without Lender's prior written consent and to promptly cause any non-consensual lien that is filed on the International Registry to be discharged.

3. In addition to the security interests granted in the Security Agreement, Grantor further grants Lender a first priority security interest in and lien on, and collaterally assigns to Lender, all of Grantor's right, title and interest in, to and under any and all Associated Rights

4. Grantor hereby consents to the registration of any International Interest arising in connection with the Security Agreement in favor of Lender and hereby authorizes its Professional User Entity to consent to the registration (including all Final Consents thereto) of any International Interest with the International Registry upon request therefor by Lender. At closing, Grantor hereby agrees to authorize its Professional User Entity to consent to the registration(s) of any International Interest(s).

5. In addition to all other rights and remedies granted to it in the Security Agreement, Lender may exercise all rights and remedies of a creditor under the Cape Town Convention, which may be used successively and cumulatively and in addition to any other right or remedy referred to in the Security Agreement or otherwise available to Lender at law or in equity.

6 Grantor shall pay to Lender, or issuer, upon demand all fees, costs and expenses incurred by or on behalf of Lender at any time in connection with the Cape Town Convention and the International Registry

7. Notwithstanding anything to the contrary contained in the Security Agreement, the parties may bring a judicial proceeding in the Republic of Ireland against the registrar of the International Registry solely and to the extent such proceeding seeks an order or judgment against the International Registry.

8 Conditions Precedent and Subsequent to Closing. On or prior to the date hereof, or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Grantor shall deliver the following to Lender and/or Lender's FAA Escrow Agent, all in form and substance satisfactory to Lender and Lender's FAA Escrow Agent: (a) evidence that Grantor is a Transacting User Entity and has designated a Professional User Entity which shall be Lender's FAA Escrow Agent; (b) fully completed and authorized discharges of any International Interests (including Final Consents thereto); (c) duly completed AC Form 8050-135 FAA Entry Point Filing Form[s] International Registry with respect to the Security Agreement; (d) a Priority Search Certificate from the International Registry addressed to Lender indicating that the Aircraft is free and clear of Encumbrances, and, on the date hereof, confirmation from Lender's FAA Escrow Agent that a Priority Search Certificate from the International Registry indicates that the Aircraft is free and clear of Liens; (e) at closing, Lender and Lender's FAA Escrow Agent shall receive confirmation by Grantor's Professional User Entity that each such party has consented to the registration of all International Interests (including all required Final Consents); and (f) such other documents as are necessary, in the opinion of Lender's FAA Escrow Agent or Lender, to register Lender's International Interest in the Aircraft, along with any Associated Rights thereto pursuant to the Cape Town Convention, free and clear of Encumbrances. Immediately after closing, but on the date hereof or the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive a Priority Search Certificate from the International Registry addressed to Lender evidencing that its International Interest in the Aircraft and any Associated Rights has been duly registered therein and is searchable. Within five (5) business days after the date the Note Proceeds are requisitioned from the Escrow Agent to pay for the Equipment, Lender shall receive an opinion of Lender's FAA Escrow Agent satisfactory to Lender that title to the Airframe is vested in Grantor, that Lender has a valid and perfected security interest in the Aircraft, that Lender has a duly registered and searchable International Interest in the Aircraft, and that the Aircraft (including the Airframe and Engines) is free and clear of all other Encumbrances of record

9. For purposes of this Rider, the following terms shall have the following meanings:

Administrator shall have the meaning ascribed thereto in the International Registry Regulations.

Aircraft Protocol shall mean the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa as the same may be amended or modified from time to time.

Associated Rights shall have the meaning ascribed thereto in the Cape Town Convention, including all rights to payment or other performance by Grantor under the Security Agreement, the Note or Related Documents which are secured by or associated with the Equipment

Cape Town Convention shall mean, collectively, the Aircraft Protocol, the Convention, the International Registry Procedures and the International Registry Regulations

Convention shall mean the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time

FAA shall mean the U.S. Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any person, governmental department, bureau, authority, commission or agency succeeding to the functions of any of the foregoing, including, where applicable, the Transportation Security Administration

Final Consent shall have the meaning ascribed thereto in the International Registry Procedures.

International Interest shall have the meaning ascribed thereto in the Cape Town Convention.

International Registry shall mean the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

International Registry Procedures shall mean the official English language text of the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time.

International Registry Regulations shall mean the official English language text of the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time

Lender's FAA Escrow Agent shall mean Daughtery, Fowler, Peregrin, Haught & Jenson, 204 North Robinson, Suite 900, Oklahoma City, Oklahoma 73102

Priority Search Certificate shall have the meaning ascribed thereto in the International Registry Procedures.

Professional User Entity shall have the meaning ascribed thereto in the International Registry Regulations and shall, with respect to Grantor, be Lender's FAA Escrow Agent

Transacting User Entity shall have the meaning ascribed thereto in the International Registry Regulations

10. **Miscellaneous.** This Rider, together with the Security Agreement, the Note and Related Documents, constitute the entire agreement between the parties hereto, and supersede all prior or contemporaneous agreements, communications and understandings, both written or oral with respect to the subject matter of this Rider.

Document Divider

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

INTEREST RATE	MATURITY DATE	ISSUE DATE
4.5461%	December 29, 2014	December 29, 2006
PRINCIPAL AMOUNT:	Six Million Eighty Nine Thousand Seven Hundred Twenty Two and 00/100 Dollars (\$6,089,722.00)	
REGISTERED OWNER:	Banc of America Public Capital Corp	
NOTE NUMBER:	B-1	

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 Banc of America Public Capital Corp, 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 arrears, in 96 equal monthly installments of \$43,629.58, commencing January 29, 2007, and continuing on the twenty-ninth (29th) day of each month thereafter to and including December 29, 2014, the Maturity Date.

At the Lender's option, upon the occurrence of any Event of Default as defined in the Master Financing Agreement dated as of December 29, 2006 (the "Financing Agreement") among the Issuer, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate in accordance with the Financing Agreement (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 in accordance with the Financing Agreement.

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 manner 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 11.03(a) 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 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.

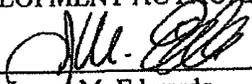
IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the facsimile or manual signature of its Chairman or Vice Chairman and the facsimile of its corporate seal to be printed hereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary.

[SEAL]

ATTEST:

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: 
Name: Darnell Moses
Title: Secretary (Authorized Designate)

By: 
Name: James M. Edwards
Title: Chairman

1165233_1

ASSIGNMENT

For value received, Banc of America Public Capital Corp hereby sells, assigns and transfers unto _____ the within Note issued by ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY, and all rights thereunder.

BANK OF AMERICA PUBLIC CAPITAL
CORP

By _____

Dated: _____, 2006

West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9096

Average Life: 6.55 Years

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$6,089,722.00
1/29/2007	1	43,629.58	23,070.40	20,559.18	6,069,162.82
2/29/2007	2	43,629.58	22,992.52	20,637.06	6,048,525.76
3/29/2007	3	43,629.58	22,914.33	20,715.25	6,027,810.51
4/29/2007	4	43,629.58	22,835.86	20,793.72	6,007,016.79
5/29/2007	5	43,629.58	22,757.08	20,872.50	5,986,144.29
6/29/2007	6	43,629.58	22,678.01	20,951.57	5,965,192.72
7/29/2007	7	43,629.58	22,598.63	21,030.95	5,944,161.77
8/29/2007	8	43,629.58	22,518.96	21,110.62	5,923,051.15
9/29/2007	9	43,629.58	22,438.98	21,190.60	5,901,860.55
10/29/2007	10	43,629.58	22,358.71	21,270.87	5,880,589.68
11/29/2007	11	43,629.58	22,278.12	21,351.46	5,859,238.22
12/29/2007	12	43,629.58	22,197.23	21,432.35	5,837,805.87
1/29/2008	13	43,629.58	22,116.04	21,513.54	5,816,292.33
2/29/2008	14	43,629.58	22,034.54	21,595.04	5,794,697.29
3/29/2008	15	43,629.58	21,952.73	21,676.85	5,773,020.44
4/29/2008	16	43,629.58	21,870.61	21,758.97	5,751,261.47
5/29/2008	17	43,629.58	21,788.17	21,841.41	5,729,420.06
6/29/2008	18	43,629.58	21,705.43	21,924.15	5,707,495.91
7/29/2008	19	43,629.58	21,622.37	22,007.21	5,685,488.70
8/29/2008	20	43,629.58	21,539.00	22,090.58	5,663,398.12
9/29/2008	21	43,629.58	21,455.31	22,174.27	5,641,223.85
10/29/2008	22	43,629.58	21,371.31	22,258.27	5,618,965.58
11/29/2008	23	43,629.58	21,286.98	22,342.60	5,596,622.98
12/29/2008	24	43,629.58	21,202.34	22,427.24	5,574,195.74
1/29/2009	25	43,629.58	21,117.37	22,512.21	5,551,683.53
2/29/2009	26	43,629.58	21,032.09	22,597.49	5,529,086.04
3/29/2009	27	43,629.58	20,946.48	22,683.10	5,506,402.94
4/29/2009	28	43,629.58	20,860.55	22,769.03	5,483,633.91
5/29/2009	29	43,629.58	20,774.29	22,855.29	5,460,778.62
6/29/2009	30	43,629.58	20,687.70	22,941.88	5,437,836.74
7/29/2009	31	43,629.58	20,600.79	23,028.79	5,414,807.95
8/29/2009	32	43,629.58	20,513.55	23,116.03	5,391,691.92
9/29/2009	33	43,629.58	20,425.97	23,203.61	5,368,488.31
10/29/2009	34	43,629.58	20,338.07	23,291.51	5,345,196.80
11/29/2009	35	43,629.58	20,249.83	23,379.75	5,321,817.05

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2009	36	43,629.58	20,161.26	23,468.32	5,298,348.73
1/29/2010	37	43,629.58	20,072.35	23,557.23	5,274,791.50
2/29/2010	38	43,629.58	19,983.11	23,646.47	5,251,146.03
3/29/2010	39	43,629.58	19,893.52	23,736.06	5,227,408.97
4/29/2010	40	43,629.58	19,803.60	23,825.98	5,203,582.99
5/29/2010	41	43,629.58	19,713.34	23,916.24	5,179,666.75
6/29/2010	42	43,629.58	19,622.73	24,006.85	5,155,659.90
7/29/2010	43	43,629.58	19,531.79	24,097.79	5,131,562.11
8/29/2010	44	43,629.58	19,440.49	24,189.09	5,107,373.02
9/29/2010	45	43,629.58	19,348.86	24,280.72	5,083,092.30
10/29/2010	46	43,629.58	19,256.87	24,372.71	5,058,719.59
11/29/2010	47	43,629.58	19,164.54	24,465.04	5,034,254.55
12/29/2010	48	43,629.58	19,071.85	24,557.73	5,009,696.82
1/29/2011	49	43,629.58	18,978.82	24,650.76	4,985,046.06
2/29/2011	50	43,629.58	18,885.43	24,744.15	4,960,301.91
3/29/2011	51	43,629.58	18,791.69	24,837.89	4,935,464.02
4/29/2011	52	43,629.58	18,697.59	24,931.99	4,910,532.03
5/29/2011	53	43,629.58	18,603.14	25,026.44	4,885,505.59
6/29/2011	54	43,629.58	18,508.33	25,121.25	4,860,384.34
7/29/2011	55	43,629.58	18,413.16	25,216.42	4,835,167.92
8/29/2011	56	43,629.58	18,317.63	25,311.95	4,809,855.97
9/29/2011	57	43,629.58	18,221.74	25,407.84	4,784,448.13
10/29/2011	58	43,629.58	18,125.48	25,504.10	4,758,944.03
11/29/2011	59	43,629.58	18,028.86	25,600.72	4,733,343.31
12/29/2011	60	43,629.58	17,931.88	25,697.70	4,707,645.61
1/29/2012	61	43,629.58	17,834.52	25,795.06	4,681,850.55
2/29/2012	62	43,629.58	17,736.80	25,892.78	4,655,957.77
3/29/2012	63	43,629.58	17,638.71	25,990.87	4,629,966.90
4/29/2012	64	43,629.58	17,540.24	26,089.34	4,603,877.56
5/29/2012	65	43,629.58	17,441.41	26,188.17	4,577,689.39
6/29/2012	66	43,629.58	17,342.19	26,287.39	4,551,402.00
7/29/2012	67	43,629.58	17,242.61	26,386.97	4,525,015.03
8/29/2012	68	43,629.58	17,142.64	26,486.94	4,498,528.09
9/29/2012	69	43,629.58	17,042.30	26,587.28	4,471,940.81
10/29/2012	70	43,629.58	16,941.57	26,688.01	4,445,252.80
11/29/2012	71	43,629.58	16,840.47	26,789.11	4,418,463.69
12/29/2012	72	43,629.58	16,738.98	26,890.60	4,391,573.09
1/29/2013	73	43,629.58	16,637.11	26,992.47	4,364,580.62
2/29/2013	74	43,629.58	16,534.85	27,094.73	4,337,485.89
3/29/2013	75	43,629.58	16,432.20	27,197.38	4,310,288.51
4/29/2013	76	43,629.58	16,329.17	27,300.41	4,282,988.10
5/29/2013	77	43,629.58	16,225.74	27,403.84	4,255,584.26
6/29/2013	78	43,629.58	16,121.93	27,507.65	4,228,076.61
7/29/2013	79	43,629.58	16,017.71	27,611.87	4,200,464.74
8/29/2013	80	43,629.58	15,913.11	27,716.47	4,172,748.27
9/29/2013	81	43,629.58	15,808.11	27,821.47	4,144,926.80
10/29/2013	82	43,629.58	15,702.71	27,926.87	4,116,999.93
11/29/2013	83	43,629.58	15,596.91	28,032.67	4,088,967.26

Date	Debt Service Number	Debt Service	Interest 4.5461%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2013	84	43,629.58	15,490.71	28,138.87	4,060,828.39
1/29/2014	85	43,629.58	15,384.11	28,245.47	4,032,582.92
2/29/2014	86	43,629.58	15,277.10	28,352.48	4,004,230.44
3/29/2014	87	43,629.58	15,169.69	28,459.89	3,975,770.55
4/29/2014	88	43,629.58	15,061.87	28,567.71	3,947,202.84
5/29/2014	89	43,629.58	14,953.65	28,675.93	3,918,526.91
6/29/2014	90	43,629.58	14,845.01	28,784.57	3,889,742.34
7/29/2014	91	43,629.58	14,735.96	28,893.62	3,860,848.72
8/29/2014	92	43,629.58	14,626.50	29,003.08	3,831,845.64
9/29/2014	93	43,629.58	14,516.63	29,112.95	3,802,732.69
10/29/2014	94	43,629.58	14,406.34	29,223.24	3,773,509.45
11/29/2014	95	43,629.58	14,295.63	29,333.95	3,744,175.50
12/29/2014	96	3,758,360.00	14,184.50	3,744,175.50	-
TOTAL		\$ 7,903,170.10	\$ 1,813,448.10	\$ 6,089,722.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 5% of the entire principal balance if prepaid in the first, second and third year of the Note Term; 4% of the entire principal balance if prepaid in the fourth and fifth year of the Note Term; 3% of the entire principal balance if prepaid in the sixth year of the Note Term; 2% of the entire principal balance if prepaid in the seventh year of the Note Term; and 1% of the entire principal balance if prepaid in the eighth year of the Note Term.

Document Divider

**ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY
HEALTH FACILITIES REVENUE NOTES, SERIES B OF 2006
(WEST PENN ALLEGHENY FOUNDATION, LLC PROJECT)**

INTEREST RATE	MATURITY DATE	ISSUE DATE
4.6046%	April 1, 2015	December 29, 2006
PRINCIPAL AMOUNT:	Five Million Nine Hundred Seventy One Thousand Five Hundred Sixty Six and 00/100 Dollars (\$5,971,566.00)	
REGISTERED OWNER:	Banc of America Public Capital Corp	
NOTE NUMBER:	B-2	

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 Banc of America Public Capital Corp, 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 arrears, in 100 monthly installments on the dates and in the amounts as set forth on the Amortization Schedule attached hereto and made a part hereof..

At the Lender's option, upon the occurrence of any Event of Default as defined in the Master Financing Agreement dated as of December 29, 2006 (the "Financing Agreement") among the Issuer, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate in accordance with the Financing Agreement (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 in accordance with the Financing Agreement.

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 11.03(a) 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 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.

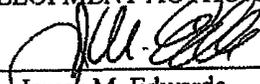
IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the facsimile or manual signature of its Chairman or Vice Chairman and the facsimile of its corporate seal to be printed hereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary.

[SEAL]

ATTEST:

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: 
Name: Darnell Moses
Title: Secretary (Authorized Designate)

By: 
Name: James M. Edwards
Title: Chairman

1165581_1

ASSIGNMENT

For value received, Banc of America Public Capital Corp hereby sells, assigns and transfers unto _____ the within Note issued by ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY, and all rights thereunder.

BANK OF AMERICA PUBLIC CAPITAL
CORP

By _____

Dated: _____, 2006

West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9099

Average Life: 6.81 Years
Interest Only Till April 1, 2007

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$ 5,971,566.00
1/1/2007	1	1,527.58	1,527.58	-	5,971,566.00
2/1/2007	2	22,913.70	22,913.70	-	5,971,566.00
3/1/2007	3	22,913.70	22,913.70	-	5,971,566.00
4/1/2007	4	22,913.70	22,913.70	-	5,971,566.00
5/1/2007	5	43,024.71	22,913.70	20,111.01	5,951,454.99
6/1/2007	6	43,024.71	22,836.53	20,188.18	5,931,266.81
7/1/2007	7	43,024.71	22,759.07	20,265.64	5,911,001.17
8/1/2007	8	43,024.71	22,681.31	20,343.40	5,890,657.77
9/1/2007	9	43,024.71	22,603.25	20,421.46	5,870,236.31
10/1/2007	10	43,024.71	22,524.89	20,499.82	5,849,736.49
11/1/2007	11	43,024.71	22,446.23	20,578.48	5,829,158.01
12/1/2007	12	43,024.71	22,367.26	20,657.45	5,808,500.56
1/1/2008	13	43,024.71	22,288.00	20,736.71	5,787,763.85
2/1/2008	14	43,024.71	22,208.43	20,816.28	5,766,947.57
3/1/2008	15	43,024.71	22,128.55	20,896.16	5,746,051.41
4/1/2008	16	43,024.71	22,048.37	20,976.34	5,725,075.07
5/1/2008	17	43,024.71	21,967.88	21,056.83	5,704,018.24
6/1/2008	18	43,024.71	21,887.08	21,137.63	5,682,880.61
7/1/2008	19	43,024.71	21,805.98	21,218.73	5,661,661.88
8/1/2008	20	43,024.71	21,724.56	21,300.15	5,640,361.73
9/1/2008	21	43,024.71	21,642.83	21,381.88	5,618,979.85
10/1/2008	22	43,024.71	21,560.78	21,463.93	5,597,515.92
11/1/2008	23	43,024.71	21,478.42	21,546.29	5,575,969.63
12/1/2008	24	43,024.71	21,395.74	21,628.97	5,554,340.66
1/1/2009	25	43,024.71	21,312.75	21,711.96	5,532,628.70
2/1/2009	26	43,024.71	21,229.44	21,795.27	5,510,833.43
3/1/2009	27	43,024.71	21,145.81	21,878.90	5,488,954.53
4/1/2009	28	43,024.71	21,061.86	21,962.85	5,466,991.68
5/1/2009	29	43,024.71	20,977.58	22,047.13	5,444,944.55
6/1/2009	30	43,024.71	20,892.98	22,131.73	5,422,812.82
7/1/2009	31	43,024.71	20,808.06	22,216.65	5,400,596.17
8/1/2009	32	43,024.71	20,722.81	22,301.90	5,378,294.27
9/1/2009	33	43,024.71	20,637.24	22,387.47	5,355,906.80
10/1/2009	34	43,024.71	20,551.33	22,473.38	5,333,433.42
11/1/2009	35	43,024.71	20,465.10	22,559.61	5,310,873.81
12/1/2009	36	43,024.71	20,378.54	22,646.17	5,288,227.64
1/1/2010	37	43,024.71	20,291.64	22,733.07	5,265,494.57
2/1/2010	38	43,024.71	20,204.41	22,820.30	5,242,674.27

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
3/1/2010	39	43,024.71	20,116.85	22,907.86	5,219,766.41
4/1/2010	40	43,024.71	20,028.95	22,995.76	5,198,770.65
5/1/2010	41	43,024.71	19,940.71	23,084.00	5,173,686.65
6/1/2010	42	43,024.71	19,852.13	23,172.58	5,150,514.07
7/1/2010	43	43,024.71	19,763.21	23,261.50	5,127,252.57
8/1/2010	44	43,024.71	19,673.96	23,350.75	5,103,901.82
9/1/2010	45	43,024.71	19,584.36	23,440.35	5,080,461.47
10/1/2010	46	43,024.71	19,494.41	23,530.30	5,056,931.17
11/1/2010	47	43,024.71	19,404.12	23,620.59	5,033,310.58
12/1/2010	48	43,024.71	19,313.49	23,711.22	5,009,599.36
1/1/2011	49	43,024.71	19,222.51	23,802.20	4,985,797.16
2/1/2011	50	43,024.71	19,131.17	23,893.54	4,961,903.62
3/1/2011	51	43,024.71	19,039.49	23,985.22	4,937,918.40
4/1/2011	52	43,024.71	18,947.46	24,077.25	4,913,841.15
5/1/2011	53	43,024.71	18,855.07	24,169.64	4,889,671.51
6/1/2011	54	43,024.71	18,762.33	24,262.38	4,865,409.13
7/1/2011	55	43,024.71	18,669.23	24,355.48	4,841,053.65
8/1/2011	56	43,024.71	18,575.77	24,448.94	4,816,604.71
9/1/2011	57	43,024.71	18,481.96	24,542.75	4,792,061.96
10/1/2011	58	43,024.71	18,387.79	24,636.92	4,767,425.04
11/1/2011	59	43,024.71	18,293.25	24,731.46	4,742,693.58
12/1/2011	60	43,024.71	18,198.35	24,826.36	4,717,867.22
1/1/2012	61	43,024.71	18,103.09	24,921.62	4,692,945.60
2/1/2012	62	43,024.71	18,007.46	25,017.25	4,667,928.35
3/1/2012	63	43,024.71	17,911.47	25,113.24	4,642,815.11
4/1/2012	64	43,024.71	17,815.11	25,209.60	4,617,605.51
5/1/2012	65	43,024.71	17,718.37	25,306.34	4,592,299.17
6/1/2012	66	43,024.71	17,621.27	25,403.44	4,566,895.73
7/1/2012	67	43,024.71	17,523.79	25,500.92	4,541,394.81
8/1/2012	68	43,024.71	17,425.94	25,598.77	4,515,796.04
9/1/2012	69	43,024.71	17,327.72	25,696.99	4,490,099.05
10/1/2012	70	43,024.71	17,229.11	25,795.60	4,464,303.45
11/1/2012	71	43,024.71	17,130.13	25,894.58	4,438,408.87
12/1/2012	72	43,024.71	17,030.77	25,993.94	4,412,414.93
1/1/2013	73	43,024.71	16,931.03	26,093.68	4,386,321.25
2/1/2013	74	43,024.71	16,830.90	26,193.81	4,360,127.44
3/1/2013	75	43,024.71	16,730.39	26,294.32	4,333,833.12
4/1/2013	76	43,024.71	16,629.50	26,395.21	4,307,437.91
5/1/2013	77	43,024.71	16,528.22	26,496.49	4,280,941.42
6/1/2013	78	43,024.71	16,426.55	26,598.16	4,254,343.26
7/1/2013	79	43,024.71	16,324.49	26,700.22	4,227,643.04
8/1/2013	80	43,024.71	16,222.03	26,802.68	4,200,840.36
9/1/2013	81	43,024.71	16,119.19	26,905.52	4,173,934.84
10/1/2013	82	43,024.71	16,015.95	27,008.76	4,146,926.08
11/1/2013	83	43,024.71	15,912.31	27,112.40	4,119,813.68
12/1/2013	84	43,024.71	15,808.28	27,216.43	4,092,597.25
1/1/2014	85	43,024.71	15,703.85	27,320.86	4,065,276.39
2/1/2014	86	43,024.71	15,599.01	27,425.70	4,037,850.69
3/1/2014	87	43,024.71	15,493.78	27,530.93	4,010,319.76
4/1/2014	88	43,024.71	15,388.14	27,636.57	3,982,683.19
5/1/2014	89	43,024.71	15,282.09	27,742.62	3,954,940.57
6/1/2014	90	43,024.71	15,175.84	27,849.07	3,927,091.50

Date	Debt Service Number	Debt Service	Interest 4.6046%	Principal Retired	Remaining Balance ⁽¹⁾
7/1/2014	91	43,024.71	15,068.78	27,955.93	3,899,135.57
8/1/2014	92	43,024.71	14,961.51	28,063.20	3,871,072.37
9/1/2014	93	43,024.71	14,853.82	28,170.89	3,842,901.48
10/1/2014	94	43,024.71	14,745.73	28,278.98	3,814,622.50
11/1/2014	95	43,024.71	14,637.22	28,387.49	3,786,235.01
12/1/2014	96	43,024.71	14,528.29	28,496.42	3,757,738.59
1/1/2015	97	43,024.71	14,418.95	28,605.76	3,729,132.83
2/1/2015	98	43,024.71	14,309.18	28,715.53	3,700,417.30
3/1/2015	99	43,024.71	14,199.00	28,825.71	3,671,591.59
4/1/2015	100	3,685,679.97	14,088.38	3,671,591.59	-
TOTAL		\$ 7,843,296.10	\$ 1,871,730.10	\$ 5,971,566.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 5% of the entire principal balance if prepaid in the Debt Service Number 0 through 40 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 41 through 64 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 65 through 76 of the Note Term; 2% of the entire principal balance if prepaid in the Debt Service Number 77 through 88 of the Note Term; and 1% of the entire principal balance if prepaid in the Debt service Number 89 through 99 of the Note Term.

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

INTEREST RATE	MATURITY DATE	ISSUE DATE
4.6092%	September 1, 2015	December 29, 2006
PRINCIPAL AMOUNT:	Five Million Six Hundred Ninety Six Thousand Three Hundred Fifty Six and 00/100 Dollars (\$5,696,356.00)	
REGISTERED OWNER:	Banc of America Public Capital Corp	
NOTE NUMBER:	B-3	

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 Banc of America Public Capital Corp, 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 arrears, in 105 monthly installments on the dates and in the amounts as set forth on the Amortization Schedule attached hereto and made a part hereof.

At the Lender's option, upon the occurrence of any Event of Default as defined in the Master Financing Agreement dated as of December 29, 2006 (the "Financing Agreement") among the Issuer, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate in accordance with the Financing Agreement (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 in accordance with the Financing Agreement.

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 11.03(a) 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 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.

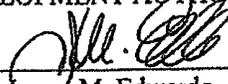
IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name by the facsimile or manual signature of its Chairman or Vice Chairman and the facsimile of its corporate seal to be printed hereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary.

[SEAL]

ATTEST:

ALLEGHENY COUNTY HOSPITAL
DEVELOPMENT AUTHORITY

By: 
Name: Darnell Moses
Title: ~~Secretary~~ (Authorized Designate)

By: 
Name: James M. Edwards
Title: Chairman

116583_1

ASSIGNMENT

For value received, Banc of America Public Capital Corp hereby sells, assigns and transfers unto _____ the within Note issued by ALLEGHENY COUNTY HOSPITAL DEVELOPMENT AUTHORITY, and all rights thereunder.

BANK OF AMERICA PUBLIC CAPITAL
CORP

By _____

Dated: _____, 2006

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West Penn Allegheny Foundation, LLC

Banc of America Public Capital Corp

Amortization 12/29/2006 for

EC145 Serial Number 9114

Average Life: 7.22 Years

Interest Only Till September 1, 2007

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
12/29/2006	0	\$ -	\$ -	\$ -	\$ 5,969,356.00
1/1/2007	1	1,528.55	1,528.55	-	5,969,356.00
2/1/2007	2	22,928.21	22,928.21	-	5,969,356.00
3/1/2007	3	22,928.21	22,928.21	-	5,969,356.00
4/1/2007	4	22,928.21	22,928.21	-	5,969,356.00
5/1/2007	5	22,928.21	22,928.21	-	5,969,356.00
6/1/2007	6	22,928.21	22,928.21	-	5,969,356.00
7/1/2007	7	22,928.21	22,928.21	-	5,969,356.00
8/1/2007	8	22,928.21	22,928.21	-	5,969,356.00
9/1/2007	9	22,928.21	22,928.21	-	5,969,356.00
10/1/2007	10	43,027.89	22,928.21	20,099.68	5,949,256.32
11/1/2007	11	43,027.89	22,851.01	20,176.88	5,929,079.44
12/1/2007	12	43,027.89	22,773.51	20,254.38	5,908,825.06
1/1/2008	13	43,027.89	22,695.72	20,332.17	5,888,492.89
2/1/2008	14	43,027.89	22,617.62	20,410.27	5,868,082.62
3/1/2008	15	43,027.89	22,539.22	20,488.67	5,847,593.95
4/1/2008	16	43,027.89	22,460.53	20,567.36	5,827,026.59
5/1/2008	17	43,027.89	22,381.53	20,646.36	5,806,380.23
6/1/2008	18	43,027.89	22,302.23	20,725.66	5,785,654.57
7/1/2008	19	43,027.89	22,222.62	20,805.27	5,764,849.30
8/1/2008	20	43,027.89	22,142.71	20,885.18	5,743,964.12
9/1/2008	21	43,027.89	22,062.49	20,965.40	5,722,998.72
10/1/2008	22	43,027.89	21,981.96	21,045.93	5,701,952.79
11/1/2008	23	43,027.89	21,901.12	21,126.77	5,680,826.02
12/1/2008	24	43,027.89	21,819.97	21,207.92	5,659,618.10
1/1/2009	25	43,027.89	21,738.52	21,289.37	5,638,328.73
2/1/2009	26	43,027.89	21,656.74	21,371.15	5,616,957.58
3/1/2009	27	43,027.89	21,574.66	21,453.23	5,595,504.35
4/1/2009	28	43,027.89	21,492.26	21,535.63	5,573,968.72
5/1/2009	29	43,027.89	21,409.54	21,618.35	5,552,350.37
6/1/2009	30	43,027.89	21,326.50	21,701.39	5,530,648.98
7/1/2009	31	43,027.89	21,243.15	21,784.74	5,508,864.24
8/1/2009	32	43,027.89	21,159.47	21,868.42	5,486,995.82
9/1/2009	33	43,027.89	21,075.48	21,952.41	5,465,043.41
10/1/2009	34	43,027.89	20,991.16	22,036.73	5,443,006.68
11/1/2009	35	43,027.89	20,906.51	22,121.38	5,420,885.30
12/1/2009	36	43,027.89	20,821.55	22,206.34	5,398,678.96
1/1/2010	37	43,027.89	20,736.25	22,291.64	5,376,387.32
2/1/2010	38	43,027.89	20,650.63	22,377.26	5,354,010.06

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
3/1/2010	39	43,027.89	20,564.68	22,463.21	5,331,546.85
4/1/2010	40	43,027.89	20,478.40	22,549.49	5,308,997.36
5/1/2010	41	43,027.89	20,391.79	22,636.10	5,286,361.26
6/1/2010	42	43,027.89	20,304.84	22,723.05	5,263,638.21
7/1/2010	43	43,027.89	20,217.56	22,810.33	5,240,827.88
8/1/2010	44	43,027.89	20,129.95	22,897.94	5,217,929.94
9/1/2010	45	43,027.89	20,042.00	22,985.89	5,194,944.05
10/1/2010	46	43,027.89	19,953.71	23,074.18	5,171,869.87
11/1/2010	47	43,027.89	19,865.08	23,162.81	5,148,707.06
12/1/2010	48	43,027.89	19,776.11	23,251.78	5,125,455.28
1/1/2011	49	43,027.89	19,686.80	23,341.09	5,102,114.19
2/1/2011	50	43,027.89	19,597.15	23,430.74	5,078,683.45
3/1/2011	51	43,027.89	19,507.15	23,520.74	5,055,162.71
4/1/2011	52	43,027.89	19,416.81	23,611.08	5,031,551.63
5/1/2011	53	43,027.89	19,326.12	23,701.77	5,007,849.86
6/1/2011	54	43,027.89	19,235.08	23,792.81	4,984,057.05
7/1/2011	55	43,027.89	19,143.69	23,884.20	4,960,172.85
8/1/2011	56	43,027.89	19,051.96	23,975.93	4,936,196.92
9/1/2011	57	43,027.89	18,959.86	24,068.03	4,912,128.89
10/1/2011	58	43,027.89	18,867.42	24,160.47	4,887,968.42
11/1/2011	59	43,027.89	18,774.62	24,253.27	4,863,715.15
12/1/2011	60	43,027.89	18,681.46	24,346.43	4,839,368.72
1/1/2012	61	43,027.89	18,587.95	24,439.94	4,814,928.78
2/1/2012	62	43,027.89	18,494.08	24,533.81	4,790,394.97
3/1/2012	63	43,027.89	18,399.84	24,628.05	4,765,766.92
4/1/2012	64	43,027.89	18,305.25	24,722.64	4,741,044.28
5/1/2012	65	43,027.89	18,210.29	24,817.60	4,716,226.68
6/1/2012	66	43,027.89	18,114.96	24,912.93	4,691,313.75
7/1/2012	67	43,027.89	18,019.27	25,008.62	4,666,305.13
8/1/2012	68	43,027.89	17,923.21	25,104.68	4,641,200.45
9/1/2012	69	43,027.89	17,826.79	25,201.10	4,615,999.35
10/1/2012	70	43,027.89	17,729.99	25,297.90	4,590,701.45
11/1/2012	71	43,027.89	17,632.82	25,395.07	4,565,306.38
12/1/2012	72	43,027.89	17,535.28	25,492.61	4,539,813.77
1/1/2013	73	43,027.89	17,437.36	25,590.53	4,514,223.24
2/1/2013	74	43,027.89	17,339.07	25,688.82	4,488,534.42
3/1/2013	75	43,027.89	17,240.40	25,787.49	4,462,746.93
4/1/2013	76	43,027.89	17,141.35	25,886.54	4,436,860.39
5/1/2013	77	43,027.89	17,041.92	25,985.97	4,410,874.42
6/1/2013	78	43,027.89	16,942.11	26,085.78	4,384,788.64
7/1/2013	79	43,027.89	16,841.91	26,185.98	4,358,602.66
8/1/2013	80	43,027.89	16,741.33	26,286.66	4,332,316.10
9/1/2013	81	43,027.89	16,640.37	26,387.52	4,305,928.58
10/1/2013	82	43,027.89	16,539.01	26,488.88	4,279,439.70
11/1/2013	83	43,027.89	16,437.27	26,590.62	4,252,849.08
12/1/2013	84	43,027.89	16,335.13	26,692.76	4,226,156.32
1/1/2014	85	43,027.89	16,232.61	26,795.28	4,199,361.04
2/1/2014	86	43,027.89	16,129.69	26,898.20	4,172,462.84
3/1/2014	87	43,027.89	16,026.37	27,001.52	4,145,461.32
4/1/2014	88	43,027.89	15,922.66	27,105.23	4,118,356.09
5/1/2014	89	43,027.89	15,818.55	27,209.34	4,091,146.75
6/1/2014	90	43,027.89	15,714.04	27,313.85	4,063,832.90

Date	Debt Service Number	Debt Service	Interest 4.6092%	Principal Retired	Remaining Balance ⁽¹⁾
7/1/2014	91	43,027.89	15,609.13	27,418.76	4,036,414.14
8/1/2014	92	43,027.89	15,503.81	27,524.08	4,008,890.06
9/1/2014	93	43,027.89	15,398.09	27,629.80	3,981,260.26
10/1/2014	94	43,027.89	15,291.97	27,735.92	3,953,524.34
11/1/2014	95	43,027.89	15,185.43	27,842.46	3,925,681.88
12/1/2014	96	43,027.89	15,078.49	27,949.40	3,897,732.48
1/1/2015	97	43,027.89	14,971.14	28,056.75	3,869,675.73
2/1/2015	98	43,027.89	14,863.37	28,164.52	3,841,511.21
3/1/2015	99	43,027.89	14,755.19	28,272.70	3,813,236.51
4/1/2015	100	43,027.89	14,646.80	28,381.29	3,784,857.22
5/1/2015	101	43,027.89	14,537.58	28,490.31	3,756,366.91
6/1/2015	102	43,027.89	14,428.15	28,599.74	3,727,767.17
7/1/2015	103	43,027.89	14,318.30	28,709.59	3,699,057.58
8/1/2015	104	43,027.89	14,208.03	28,819.86	3,670,237.72
9/1/2015	105	3,684,335.05	14,097.36	3,670,237.72	0.00
TOTAL		\$ 7,956,938.86	\$ 1,987,582.86	\$ 5,969,356.00	

⁽¹⁾ A prepayment premium shall be payable by the Obligor equal to 6% of the entire principal balance if prepaid in the Debt Service Number 0 through 9 of the Note Term; 5% of the entire principal balance if prepaid in the Debt Service Number 10 through 46 of the Note Term; 4% of the entire principal balance if prepaid in the Debt Service Number 47 through 70 of the Note Term; 3% of the entire principal balance if prepaid in the Debt Service Number 71 through 82 of the Note Term; 2% of the entire principal balance if prepaid in the Debt Service Number 83 through 94 of the Note Term; and 1% of the entire principal balance if prepaid in the Debt service Number 95 through 104 of the Note Term.

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

INTEREST RATE	MATURITY DATE	ISSUE DATE
4.6101%	October 1, 2015	December 29, 2006
PRINCIPAL AMOUNT:	Five Million Nine Hundred Sixty Nine Thousand Three Hundred Fifty Six and 00/100 Dollars (\$5,969,356.00)	
REGISTERED OWNER:	Banc of America Public Capital Corp	
NOTE NUMBER:	B-4	

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 Banc of America Public Capital Corp, 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 arrears, in 106 monthly installments on the dates and in the amounts as set forth on the Amortization Schedule attached hereto and made a part hereof.

At the Lender's option, upon the occurrence of any Event of Default as defined in the Master Financing Agreement dated as of December 29, 2006 (the "Financing Agreement") among the Issuer, West Penn Allegheny Foundation, LLC (the "Borrower") and the Lender and during the continuance thereof, this Note shall bear interest at a rate in accordance with the Financing Agreement (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 in accordance with the Financing Agreement.

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 11.03(a) 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 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.