

June 19, 2007

Citigroup Global Markets Inc. New York, New York Allegheny County Hospital Development Authority Pittsburgh, Pennsylvania

Lehman Brothers Inc. New York, New York The Bank of New York Trust Company, as Trustee and as Master Trustee Pittsburgh, Pennsylvania

Orrick, Herrington & Sutcliffe LLP Sacramento, CA 95814-4497

Re: \$752,370,000 Allegheny County Hospital Development Authority Health System
Revenue Bonds (West Penn Allegheny Health System), Series 2007A (the "Bonds")

#### Ladies and Gentlemen:

This Opinion is being delivered to you in connection with the issuance of the above-captioned Bonds by Allegheny County Hospital Development Authority (the "Authority") pursuant to a Bond Indenture dated as of May 1, 2007 (the "Indenture") between the Authority and The Bank of New York Trust Company, N.A., as Trustee (the "Bond Trustee"). The Bonds are being issued for the purpose of making a loan to West Penn Allegheny Health System, Inc. (the "Corporation") pursuant to a Loan Agreement dated as of May 1, 2007 (the "Loan Agreement") between the Authority and the Corporation for the purposes and on the terms and conditions set forth therein. The Bonds are being sold pursuant to a Purchase Contract dated May 17, 2007 (the "Purchase Contract") between the Authority and Citigroup Global Markets Inc., as representative for itself and on behalf of Lehman Brothers Inc. as the underwriters.

The proceeds of the sale of Bonds, together with other available funds, will be applied (1) to refund the Allegheny County Hospital Development Authority Health System Revenue Bonds (West Penn Allegheny Health System), Series 2000A and Series 2000B (the "Series 2000 Bonds"); (2) to refund the Dauphin County General Authority Hospital Revenue Refunding Bonds HAPSCO Group, Inc. Tax-Exempt Loan Program, The Western Pennsylvania Hospital Project, 1992 Series A, Pennsylvania Higher Educational Facilities Authority Revenue Bonds (Allegheny General Hospital), 1991 Series A, and the Monroeville Hospital Authority Forbes Health System, Series of 1992 and Series of 1995; (3) to prepay a loan made to the Corporation by Highmark Blue Cross-Blue Shield in 2000; (4) to finance or refinance the acquisition, construction, improvement, renovation and equipping of capital improvement projects at various facilities of the Members of the Obligated Group; (5) to fund a debt service reserve fund; and (6) to pay certain costs of issuing the Bonds.

To evidence its obligation to repay the loan of the proceeds of the Bonds under the Loan Agreement, the Corporation will execute and deliver to the Bond Trustee, as assignee of the Authority, an Obligation dated the date of issuance of the Bonds (the "Obligation" or "Obligation No. 1"). The Obligation will be issued and secured under and pursuant to a Master Trust Indenture dated as of May 1, 2007, as supplemented (the "Master Indenture"), among the Corporation and certain other entities named therein (each, a "Member" and collectively, the "Members" or the "Obligated Group") and The Bank of New York Trust Company, N.A, as Master Trustee (in such capacity, the "Master Trustee") and a supplemental master trust indenture for Obligation No. 1, dated as of May 1, 2007. As security for their obligations under the Master Indenture, certain

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of the Members have mortgaged the Mortgaged Property and all Members have pledged their Gross Revenues to the Master Trustee as described therein in trust for the protection and benefit of the Holders of all Obligations, including the Bond Trustee. The Obligation will require the Members jointly and severally to make payments sufficient to provide for the full payment of principal and premium, if any, and interest on the Bonds.

We have acted as special counsel to the Obligated Group in connection with the transactions described in the Purchase Contract. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Master Indenture and Purchase Contract.

In rendering our opinions herein, we have examined the following:

- (a) the Bond Indenture;
- (b) the Loan Agreement;
- (c) the Master Indenture;
- (d) Obligation No. 1;
- (e) the Purchase Contract;
- (f) the Preliminary Official Statement dated April 24, 2007 and the final Official Statement dated May 17, 2007 (collectively, the "Official Statement");
- (g) the Open-End Mortgages, Security Agreements, Assignments of Leases and Rents and Fixture Filings each dated as of May 1, 2007 from the mortgagors named on <a href="Exhibit A">Exhibit A</a> hereto to the Master Trustee (the "Mortgages");
- (h) UCC-1 Financing Statement listing the Corporation, as debtor, the Authority, as secured party and the Bond Trustee as assignee of the secured party, for filing in the office of the Secretary of State of the Commonwealth of Pennsylvania, evidencing the security interests granted pursuant to the Loan Agreement (the "Loan Agreement Financing Statement"),
- (i) UCC-1 Financing Statements listing the Members, as debtors, and the Master Trustee, as secured party, for filing in the office of the Secretary of State of the Commonwealth of Pennsylvania, evidencing the security interests granted pursuant to the Master Indenture (the "Master Indenture Financing Statement");
- (j) UCC-1 Financing Statements listing the appropriate Members, as debtors, and the Master Trustee, as secured party, for filing in the office of the Recorder of Deeds of Allegheny County, Pennsylvania or Washington County, Pennsylvania, as applicable, evidencing the security interests granted pursuant to the Mortgages (the "Fixture Filings"); and
- (k) Such other documents and matters of law as we have deemed necessary in order to render this opinion.

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The documents referred to in clauses (b) through (g) above are referred to collectively hereinafter as the "Transaction Documents"

In rendering this opinion, with your permission, we have assumed the genuineness of all signatures (other than those on behalf of the Members) and the authenticity of all items submitted to us as originals and the conformity to originals of all items submitted to us as certified copies and the authenticity of the originals of such copies. In rendering the foregoing opinions, we have assumed the due authorization, execution and delivery of the Transaction Documents by the parties thereto other than the Members

As to certain matters of fact relevant to this Opinion Letter, we have relied upon the representations of the Corporation in Article IV of the Loan Agreement and in Exhibit B to the Purchase Contract. As to Material Agreements and Court Orders (each as defined below), we have relied upon the Officer's Certificate of the Corporation attached hereto as Exhibit B (the "Officer's Certificates") certifying, among other things, that there are no (1) agreements, indentures or other instruments involving in excess of \$5,000,000 to which such Member is an obligor or a guarantor ("Material Agreements") except as set forth in the Officer's Certificate nor (11) material judgments, orders or consent decrees to which such Member or a material portion of its property is subject ("Court Orders")

With your permission, we have further assumed, for purposes of the opinions set forth in paragraphs 6 and 7 below, that (a) the Members have good and sufficient title to the collateral in which they are granting a security interest or are assigning or pledging rights ("Collateral"), as contemplated by the Loan Agreement and/or Master Indenture, as the case may be, and have "rights" in and to such Collateral, within the meaning of §9203(b)(2) of the Pennsylvania Uniform Commercial Code (the "UCC"), consistent with and sufficient for purposes of the Loan Agreement and/or Master Indenture, as the case may be; (b) each of the Authority and holders of Obligation No. 1 have extended value to the Members in accordance with the terms of the Loan Agreement and/or Master Indenture, as the case may be, and therefore value has or will have been given to the Members as contemplated by §9203(b)(2) of the UCC; (c) the chief executive office (as such term is used in § 9307 of the UCC) of each Member (other than Canonsburg General Hospital and Canonsburg General Hospital Ambulance Service, each of whose principal executive office is located in Washington County, Pennsylvania) is located in Allegheny County, Pennsylvania; and (d) the Financing Statements will be properly filed and indexed by the appropriate governmental authorities in the filing offices indicated above and neither will be terminated or amended in a manner that might reopardize their effectiveness

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

1. Except as otherwise set forth in this paragraph, each of the Members is a nonprofit corporation presently subsisting under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver the Transaction Documents to which it is a party and the other documents executed and delivered by it in connection therewith and to undertake and perform its obligations thereunder. Each of West Penn Corporate Medical Services, Inc. and West Penn Specialty MSO, Inc. (collectively, the "For-Profit Members") is a for-profit taxable corporation presently subsisting under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver the Transaction Documents to which it is a party and the other documents executed and delivered by it in connection therewith and to undertake and perform its obligations thereunder.

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- 2. Based upon letters from the Internal Revenue Service, which letters, to our knowledge, have not been modified or withdrawn, their IRS Form 990's filed for the year ending June 30, 2005 and the representations of the Corporation contained in the Tax Certificate and Agreement, together with Certificate of the Representative and Certificate regarding Rebate Provider, each of the Members (other than the For-Profit Members) is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of being an organization described in Section 501(c)(3) of the Code and none of those Members is a private foundation as defined in Section 509(a) of the Code.
- 3. Each of the Transaction Documents to which any of the Members is a party has been duly authorized, executed and delivered by such Member and constitutes a legal, valid and binding obligation of such Member enforceable against such Member in accordance with its terms.
- 4. The execution, delivery and performance of the Transaction Documents to which any of the Members is a party will not (a) breach, or result in a material default under, any existing obligation of such Member under the articles of incorporation or bylaws of such Member or any Material Agreements to which such Member is a party, nor (b) breach or otherwise violate any existing obligation of such Member under any law, regulation or Court Order.
- 5. Nothing has come to our attention which leads us to believe that the information contained in the Official Statement, excluding (i) the information under the heading "The Authority", (ii) any financial or statistical data in the Official Statement and its appendices, and (iii) Appendices B, D, E and F thereto (as to all of which no opinion is expressed), contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- of the Bond Trustee, as assignee of the Authority, as collateral security for the obligations of the Corporation under the Loan Agreement. Upon the filing of the Loan Agreement Financing Statement in the filing office indicated above, together with payment of all filing and other fees payable in connection therewith, all filings and recordings necessary to perfect the security interest purportedly created by the Loan Agreement in favor of the Bond Trustee, as assignee of the Authority, will have been duly made to the extent such perfection can be accomplished by the filing of financing statements under the UCC. Perfection of such security interest will become effective (a) at the time that filing of the Loan Agreement Financing Statement is completed, in the case of Collateral in which a security interest may be perfected by the filing of financing statements under the UCC ("UCC-1 Collateral") in which the Corporation has rights at that time, and (b) at the time the Corporation acquires rights in the UCC-1 Collateral, in the case of UCC-1 Collateral in which the Corporation acquires rights after the filing of the Loan Agreement Financing Statement.
- 7. The Master Indenture creates an enforceable security interest in the Gross Revenues of each of the Members in favor of the Master Trustee, as collateral security for the obligations of the Members under the Master Indenture. Upon the filing of the Master Indenture Financing Statements in the filing office indicated above, together with payment of all filing and other fees payable in connection therewith, all filings and recordings necessary to perfect the security interest purportedly created by the Master Indenture in favor of the Master Trustee will have been duly made to the extent such perfection can be accomplished by the filing of financing statements under the UCC. Perfection of such security interest will become effective (a) at the time that filing of the Master Indenture Financing Statements is completed, in the case of UCC-1 Collateral in which the debtor therein has rights at that time, and (b) at the time the debtor therein acquires rights in the UCC-1

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Collateral, in the case of UCC-1 Collateral in which the debtor therein acquires rights after the filing of the applicable Master Indenture Financing Statement.

- 8. Each of the Mortgages is in a form suitable for recording in the appropriate governmental office, and upon the recording and proper indexing of each such Mortgage and the Fixture Filings in the appropriate governmental offices, such Mortgage will create a valid and enforceable mortgage lien and security interest in favor or for the benefit of the Master Trustee in the real property and fixtures described therein under the laws of the Commonwealth
- No consent, approval, license or exemption by, or order or authorization of, or filing, recording or registration with, any governmental authority is required to be obtained in connection with the execution and delivery of the Mortgages other than (i) those which have been obtained and (ii) the recording of the Mortgages as noted in Paragraph 8 above
- 10. No taxes or other charges, including without limitation intangible or documentary stamp taxes, mortgage or recording taxes, realty transfer taxes or similar charges, are payable to the Commonwealth or to any jurisdiction therein on account of the execution, delivery, recording or filing of the Mortgages or the creation of the indebtedness evidenced or secured by the Mortgages, as applicable, except for filing or recording fees.
- 11. The foreclosure of a Mortgage will not in any manner restrict, affect or impair the obligations of the mortgagor thereunder with respect to the obligations secured thereby or the rights and remedies of the mortgagee named therein with respect to the foreclosure or enforcement of any other security interests or liens securing such obligations to the extent that any deficiency remains unpaid after application of the proceeds of such foreclosure so long as the mortgagee complies with the provisions of Pennsylvania's Deficiency Judgment Act, 42. Pa. Cons. Stat. §8103 (the "Act"). The Act provides that in circumstances where real property is subject to judicial foreclosure, the foreclosing creditor can collect any deficiency from the judgment debtor or any other party liable with the judgment debtor only if, among other things, (a) the judgment creditor holds an in personam judgment (i.e., not a judgment in mortgage foreclosure), (b) a petition to fix the fair market value of the real property foreclosed upon is filed within six months of the foreclosure sale, (c) as to liability of any third party for the deficiency, such third party must be named as a respondent in the petition or been provided sufficient notice that a petition has been filed. We also bring to your attention 42 Pa. Cons. Stat. §8103(e) which provides that written waivers of application of the Act are unenforceable.
- 12. We call your attention to the assignment of rents provisions contained in the Mortgages. The perfection of an assignment of rents in the Commonwealth is a matter of the Commonwealth's common law. That law currently is unsettled, with several cases holding that an assignment of rents is not "perfected" until the assignee takes either actual or constructive possession of the realty subject to the assignment of rents. One 1993 case indicates that constructive possession for assignment of rents purposes is not acquired until the assignee gives notice to tenants and makes demand for payment of rents (See Commerce Bank v. Mountain View Village, Inc., 5 F.3d 34 (3rd. Cir. 1993)), and we would advise our clients accordingly.

We hereby confirm to you that, to our knowledge (as confirmed by the Officer's Certificates), there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, governmental agency or arbitrator, pending or overtly threatened in writing, against or affecting any Member or its property, which would materially adversely affect (i) the transactions contemplated by the Purchase Contract or by the Official Statement, (ii) the financial condition of such Member, or (iii) the validity or enforceability of

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the Transaction Documents or any agreements or instruments executed and delivered by such Member in connection therewith.

The foregoing opinions are limited in that the enforceability of the Transaction Documents may be limited (1) by bankruptcy, reorganization, insolvency, fraudulent transfer and other similar laws heretofore or hereafter enacted affecting creditors' rights generally, (11) 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) and (111) in that rights to indemnity and contribution may be limited by federal or state securities laws or policies underlying such laws

With respect to the opinion in Paragraph 1 above as to subsistence, we have relied solely on an online search of the records of the Secretary of State of Pennsylvania performed on June 18, 2007, as well as the articles of incorporation, bylaws and corporate resolutions for the past year of each Member and have made no further inquiry

With respect to the opinion set forth in Paragraph 4 regarding laws and regulations, we have not been engaged for, nor have we undertaken, a general review of the compliance by any Member with the statutes, regulations or other requirements of governmental bodies having jurisdiction over it, nor have we conducted a general review of the filings, consents, approvals and permits which may be required in connection with the operation of such Member's business or the ownership, occupancy or use of its properties and assets. Rather, our opinion is limited to a review of statutes or regulations, and the requirements thereunder, that a lawyer exercising customary professional diligence would reasonably recognize as being directly applicable to such Member or the agreements contemplated by the Transaction Documents.

With respect to the opinion in Paragraph 8 above, we have assumed each mortgagor holds the requisite title and other rights to any real property and fixtures which are subject to the Mortgages and Fixture Filings and the Mortgages and Fixture Filings will be properly indexed upon recording.

We express no opinion as to the enforceability of any provision in any of the Transaction Documents purporting to:

- (1) preclude the modification thereof through conduct, custom or course of performance, action or dealing;
  - (ii) waive equitable, statutory or constitutional rights or remedies;
- (111) require the payment or reimbursement of fees, costs, expenses or other amounts which are unreasonable in nature or amount;
- (iv) limit the liability of a party, or require indemnification of a party, for its own acts or omissions; and
- (v) impose any additional obligations on any Member following the occurrence of a default by such Member thereunder.

References in this opinion to "our knowledge" mean the knowledge of Charles R. Brodbeck, John M. Rumin, Neil F. Siegel, Patrick S. Healy, Mark A. Stadler and Kelly R. Vehec, the attorneys with this firm who

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have devoted substantive attention to matters directly related to the Transaction Documents, without investigation.

Our opinions above are subject to the qualification that we express no opinion with respect to the following matters:

- (a) the creation, validity, enforceability, perfected status or priority of the security interest as to any Collateral to the extent that the grant of a security interest in such Collateral constitutes a transaction which is excluded from Division 9 of the UCC.
- the perfected status of the security interest as to any Collateral to the extent that issues of perfection of a security interest in such Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Pennsylvania;
- the perfected status of the security interest as to that portion of the Collateral (c) constituting proceeds, except to the extent that the applicable provisions of §9315(d) of the UCC have been complied with in order to maintain the perfected status of the security interest in such proceeds;
- the validity, enforceability or perfected status of the security interest as to any Collateral consisting of goods as against a buyer of such goods under §9320 of the UCC;
- (e) the perfected status of the security interest as to any Collateral to the extent that any applicable state law requires or permits any filing, notice or other action (other than possession or filing under Division 9 of the UCC) in order to perfect a security interest in such Collateral, including without limitation any law described in §9109(c) of the UCC; or
  - **(f)** the priority of any lien or security interest.

We are members of the Bar of the Commonwealth of Pennsylvania and do not purport to be expert as to the laws of any jurisdiction other than Pennsylvania and the United States of America. The opinions expressed in this letter are therefore limited to the laws of Pennsylvania (excluding conflict of laws rules) and the United States of America, all as in effect on the date-hereof, and no opinion is expressed with regard to the laws of any other jurisdiction.

This Opinion Letter may be relied upon by you only in connection with the transactions being consummated today pursuant to the Transaction Documents and may not be used or relied upon by you or any other person for any purpose whatsoever, without in each instance our prior written consent.

Very truly yours,

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

CRB;JRM;NFS;KRV

### **EXHIBIT A**

# MORTGAGORS UNDER OPEN-END MORTGAGES, SECURITY AGREEMENTS, ASSIGNMENTS OF LEASES AND RENTS AND FIXTURE FILINGS

- 1. The Western Pennsylvania Hospital, a Pennsylvania nonprofit corporation, successor by merger to Forbes Merger Corporation, a Pennsylvania corporation, successor by division of Forbes Regional Hospital, a Pennsylvania nonprofit corporation, formerly known as and successor by division of Allegheny University Medical Centers, a Pennsylvania nonprofit corporation, successor by merger to Forbes Health System, a Pennsylvania nonprofit corporation, as mortgagor.
- 2. Allegheny General Hospital, a Pennsylvania nonprofit corporation, successor by merger to Suburban General Hospital, a Pennsylvania nonprofit corporation, as mortgagor.
- 3. Alle-Kiski Medical Center, a Pennsylvania nonprofit corporation, successor by division of Allegheny University Medical Centers, a Pennsylvania nonprofit corporation, successor by merger to Allegheny Valley Hospital (also known as Allegheny Valley Hospital Association), a Pennsylvania nonprofit corporation, as mortgagor.
- 4. Canonsburg General Hospital, a Pennsylvania nonprofit corporation formerly known as AUMC/Canonsburg, successor by merger to Canonsburg General Hospital, a Pennsylvania nonprofit corporation, formerly known as Canonsburg General Hospital Association, a Pennsylvania nonprofit corporation, as mortgagor

#### **EXHIBIT B**

### OFFICER'S CERTIFICATE OF WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

The undersigned, the Senior Vice President and Chief Financial Officer of West Penn Allegheny Health System, Inc. (the "Corporation"), does hereby represent and certify to Cohen & Grigsby, P.C. ("Cohen & Grigsby") in connection with the issuance by the Allegheny County Hospital Development Authority of its \$752,370,000 Health System Revenue Bonds (West Penn Allegheny Health System), Series 2007A (the "Bonds"), and the transactions being entered into on the date hereof in connection therewith (the "Transaction Documents"), and the Opinion Letter issued by Cohen & Grigsby in connection therewith (the "Opinion"):

- 1 The Corporation has delivered to Cohen & Grigsby accurate and complete copies of its and each other Member's articles of incorporation and bylaws, including all amendments thereto, in each case as in effect on the date hereof
- The Corporation has delivered or made available to Cohen & Grigsby an accurate and complete copy of (1) the resolution adopted by its Board of Directors and by or on behalf of each board of directors of the other Members on or prior to the date hereof in connection with the Bonds and the Transaction Documents or any of the transactions contemplated thereby and (2) all of the resolutions adopted by its Board of Directors and by or on behalf of each board of directors of the other Members since January 1, 2005. Each such resolution was duly adopted by each board of directors in accordance with the Member's bylaws, at a duly called meeting for which notice was provided in accordance with its bylaws, at which a quorum was present and acting throughout, and has not been repealed or superseded.
- 3. No Member is a party to any agreements, indentures or other instruments involving in excess of \$5,000,000 to which the Member is an obligor or a guarantor (collectively "Material Agreements") other than those listed on Schedule 1 hereto.
- 4. There are no material judgments, orders or consent decrees to which any Member or a material portion of its property is subject ("Court Orders").
- 5. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, governmental agency or arbitrator, pending or overtly threatened in writing, against or affecting any Member or its property, which (a) seeks to affect (i) the transactions contemplated by the Purchase Contract or the Official Statement, (ii) the financial condition of theMember, (iii) the validity or enforceability of the Transaction Documents or any agreements or instruments executed and delivered by any Member in connection therewith, or (b) seeks to challenge the status of any Member (other than the For-Profit Members) as a tax exempt organization.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Opinion, a copy of which has been delivered to the undersigned.

WITNESS the due execution of this Officer's Certificate as of this \_\_\_\_ day of June, 2007.

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

By:

Senior Vice President and Chief Financial Officer

#### SCHEDULE 1

### **Material Agreements**

- 1. Lease Agreement dated as of June 26, 1996 between USRA Allegheny Center Business Trust, as Landlord, and Allegheny General Hospital, as Tenant (4 Allegheny Center).
- 2. Lease and Sublease dated as of November 19, 1996 between Sun-Allegheny Business Trust, as Lessor, and Allegheny General Hospital, as Lessee (Hemlock St. parking facility, James St. parking facility, and East Wing Office Building, and land).
- 3. Lease Agreement dated as of April 27, 1998 between Somerset PA Business Trust, as Lessor, and Allegheny General Hospital, as Lessee (Somerset, PA property)
- 4. Master Agreement dated as of January 29, 1999 between Shared Medical Systems Corporation and Allegheny University Hospitals-West and Allegheny General Hospital, as amended by Amendment dated as of May 18, 1999 between Shared Medical Systems Corporation and Allegheny University Medical Centers and Allegheny General Hospital, by Amendment dated as of July 1, 2006 between Siemens Medical Systems USA, Inc. and West Penn Allegheny Health System, Inc., and by Amendment dated as of December 20, 2006 between Siemens Medical Systems USA, Inc. and West Penn Allegheny Health System, Inc.
- Allegheny Center Office Lease dated as of June 30, 2000 between Allegheny General Hospital, as
  Tenant, and Allegheny Center Associates, as Landlord, as amended by First Lease Amendment
  Agreement dated October 7, 2002 and Second Amendment to Lease dated December 7, 2004 (One
  Allegheny Center).
  - (a) Guaranty and Surety Agreement [undated], 2000 by Healthcare Alliance for Western Pennsylvania.
- 6. Allegheny Center Office Lease dated as of June 30, 2000 between Allegheny General Hospital, as Tenant, and Allegheny Center Associates, as Landlord (Two Allegheny Center), as amended by First Amendment to Allegheny Center Office Lease dated August 8, 2000 and Second Amendment to Lease dated December 7, 2004 (Two Allegheny Center).
  - (a) Guaranty dated December 21, 2004 by West Penn Allegheny Health System.
- 7. Lease Agreement dated December 12, 2001 between Federal North Associates L.P., as Lessor, and Dynacare\WPAHS, LLC, as Lessee (1307 Federal Street, Suite 100).
  - (a) Guaranty of Lease dated February 27, 2002 by West Penn Allegheny Health System
  - (b) Option to Purchase and Right of First Refusal Agreement dated February 27, 2002 between Federal North Associates, L.P. and Allegheny General Hospital
- 8. Lease Agreement dated December 12, 2001 between Federal North Associates L.P., as Lessor, and Allegheny Specialty Practice Network d/b/a Allegheny Orthopedic Associates, as Lessee, as amended by Addendum 1 dated December 14, 2001 and Addendum 2 dated February 27, 2002 (1307 Federal Street, Suite 200).
  - (a) Guaranty dated February 27, 2002 by West Penn Allegheny Health System.

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- (b) Option to Purchase and Right of First Refusal Agreement dated February 27, 2002 between Federal North Associates, L.P. and Allegheny General Hospital
- 9. Lease Agreement made April 24, 2001, retroactive to November 3, 2000 between Citizens General Hospital, as Landlord, and Allegheny University Medical Centers d/b/a Allegheny Valley Hospital, as Tenant, as amended by letter dated April 29, 2005 (Citizens General Hospital).
- Master Customer Agreement dated March 14, 2005 between Eclipsys Corporation and West Penn Allegheny Health System, as amended by Allegheny General Hospital Customer Addendum dated March 14, 2005 between Eclipsys Corporation and Allegheny General Hospital.
- 11. Master Helicopter Lese Agreement dated as of December 29, 2006 between West Penn Allegheny Foundation, as Lessor, and Allegheny General Hospital and West Penn Allegheny Health System, Inc., as Lessee, including Lease Agreement No. 1, Lease Agreement No. 2, Lease Agreement No. 3, and Lease Agreement No. 4 thereunder, each dated as of December 29, 2006.
  - (a) Assignment of Leases and Rents (respecting Lease Agreement No. 1) dated December 29, 2006 by West Penn Allegheny Foundation, LLC, as assignor, to Banc of America Public Capital Corp, as assignor.
  - (b) Assignment of Leases and Rents (respecting Lease Agreement No. 2) dated December 29, 2006 by West Penn Allegheny Foundation, LLC, as assignor, to Banc of America Public Capital Corp, as assignor.
  - (c) Assignment of Leases and Rents (respecting Lease Agreement No. 3) dated December 29, 2006 by West Penn Allegheny Foundation, LLC, as assignor, to Banc of America Public Capital Corp, as assignor.
  - (d) Assignment of Leases and Rents (respecting Lease Agreement No. 4) dated December 29, 2006 by West Penn Allegheny Foundation, LLC, as assignor, to Banc of America Public Capital Corp, as assignor.
- 12. Lease Agreement dated December 22, 2006 between West Penn Allegheny Foundation, LLC and Allegheny General Hospital.