

BRIAN W. BISIGNANI  
DIRECT DIAL: 717.237.5548  
E-MAIL: bisignani@duanemorris.com

www.duanemorris.com

May 30, 2006

McKesson Medication Management LLC  
McKesson Automation  
c/o Daniel P. Sinaiko, Esq.  
Morris, Manning & Martin LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, N.E.  
Atlanta, GA 30326-1044

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LAKE TAHOE

**Re: Legal Representation**

Dear Dan:

Thank you for selecting Duane Morris to represent McKesson Medication Management LLC and McKesson Automation (collectively, "McKesson") as local counsel in connection with the action entitled In re Moshannon Valley Citizens Inc. t/a Philipsburg Area Hospital pending in the United States Bankruptcy Court for the Middle District of Pennsylvania. We have agreed that our engagement is limited to performance of services related to this action. Because we are not general counsel to McKesson, our acceptance of this engagement does not involve an undertaking to represent McKesson or its interests in any other matter. In particular, our present engagement does not include responsibility for review of insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of insurance carriers about the matter, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Our fees are based on the time spent and the regular hourly rates of each attorney and legal assistant performing services on your behalf. The hourly rates vary from person to person and are adjusted periodically (usually in January each year). We will be glad to provide you with a schedule of rates presently in effect for all the lawyers, paralegals and legal assistants who may be performing work on this matter, if you so desire. Most of the work on the matter will be

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handled by Sommer L. Ross and me. My current rate is \$445 per hour and Ms. Ross' current rate is \$250 per hour. To the extent possible, we will endeavor to have associates and/or legal assistants, at lower rates, handle appropriate tasks.

Other factors may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved and results obtained; and any other factors that may be relevant in accordance with applicable rules of professional conduct. However, these factors will not result in our fees exceeding the indicated amounts based on our hourly rates without prior discussion with you.

We may at any time request an advance fee retainer for any professional fees associated with the matter. Retainers and other funds that belong to McKesson will be held without interest on account by the firm, until disbursed. Such funds may be applied in payment of McKesson's account for legal fees owed or other expenses incurred on its behalf.

The firm typically incurs costs in connection with legal representation. These costs may include such matters as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses, meals and use of other service providers, such as printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. We separately bill for computerized legal research and related expenses. McKesson also agrees to pay the charges for copying documents for retention in our files. You authorize us to retain any investigators, consultants or experts necessary in our judgment to represent McKesson's interests in the bankruptcy proceeding. Please note, if we anticipate that substantial expenses will be incurred, we may request a deposit prior to incurring such expenses or we may request that McKesson pay the vendor directly.

Our statements will be rendered monthly and are payable within 30 days. In the event that our statements are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement, to terminate it and withdraw from this or any representation of McKesson, and/or to pursue our other remedies. We are happy to discuss our billings with you at any time and will welcome the opportunity to address any questions you may have.

Once a trial or hearing date is set, we will require payment of all amounts then owing to us and to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and to withdraw from the representation. Similarly, at the time at which any matter for

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which we have been engaged requires an appeal, we reserve the right to receive an appropriate retainer to cover payment of our services and costs through the appeal.

As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Given the scope of our business and the scope of our client representations through our various offices in the United States and abroad, it is possible that some of our present or future clients will have matters adverse to McKesson while we are representing McKesson. We understand that McKesson has no objection to our representation of parties with interests adverse to McKesson and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to McKesson.

We agree, however, that McKesson's consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of McKesson, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to McKesson's material disadvantage or potential material disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to McKesson, McKesson also agrees that we are not obliged to notify McKesson when we undertake such a matter that may be adverse to McKesson.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to McKesson while employed by other law firms or organizations. We assume, consistent with ethical standards, that McKesson has no objection to our continuing representation of McKesson notwithstanding our lawyers' prior professional relationships.

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent McKesson Medication Management LLC and McKesson Automation, and not any parent, subsidiary or affiliated entities of McKesson Medication Management LLC and McKesson Automation, and that we are not being engaged to represent any officers, directors, members, partners, shareholders or employees of McKesson Medication Management LLC and McKesson Automation.

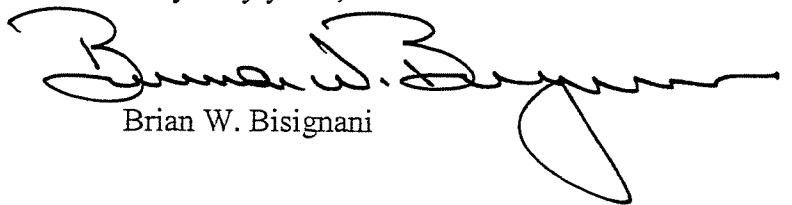
Unless previously terminated, our representation of McKesson Medication Management LLC and McKesson Automation will terminate upon our sending our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information

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supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, papers and property will be returned promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work products such as drafts, notes and internal memoranda. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Please do not hesitate to call me if you have any questions or concerns. Once again, we appreciate your confidence in Duane Morris and look forward to working with you to bring this matter to a successful conclusion.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian W. Bisignani". The signature is fluid and cursive, with a large loop at the end.

Brian W. Bisignani

BWB/nas