CERTIFICATE OF WEST PENN ALLEGHENY HEALTH SYSTEM

Re: Allegheny County Hospital Development Authority Health System Revenue Bonds (West Penn Allegheny Health System) Series 2007A

The undersigned, an Authorized Officer of West Penn Allegheny Health System, Inc. (the "Corporation"), on behalf of the Corporation and the Members of the Obligated Group (each a "Member," including the Corporation, and together the "Obligated Group") identified in the Master Indenture of Trust dated as of May 1, 2007, as supplemented and amended from time to time, among the Corporation, the other Members of the Obligated Group and The Bank of New York Trust Company, N.A., as master trustee, hereby certifies that:

1. The representations and warranties made by the Members in the Loan Agreement, dated as of May 1, 2006 (the "Loan Agreement"), between Allegheny County Hospital Development Authority (the "Issuer") and the Corporation; the Tax Agreement, dated June 19, 2007, between the Issuer and the Corporation; the Continuing Disclosure Agreement, dated June 19, 2007, between the Corporation, as Obligated Group Representative, and The Bank of New York Trust Company, N.A., as Dissemination Agent; and Purchase Contract, dated May 17, 2007 (the "Purchase Contract"), among Citigroup Global Markets Inc., as representative of the Underwriters, and the Issuer and approved by the Corporation (the "Purchase Contract") (collectively, the "Documents") to which each Member is a party are true and correct as of the date hereof, with the same effect as if made on and with respect to the facts as of the date hereof;

2. since June 30, 2006, no material and adverse change has occurred in the financial condition, assets, properties or results of operation of the Members which is not described in the Official Statement;

3. the Members have not since June 30, 2006 offered or issued any bonds, notes or other obligations for borrowed money or incurred any material liabilities, direct or contingent, which are not described in or contemplated by the Official Statement;

4. the Corporation's audited Combined Financial Statements as of and for the Years Ended June 30, 2006 and 2005 and Independent Auditors' Report (copies of which, certified by Deloitte & Touche LLP, have been furnished to the Issuer and the Representative), present fairly, in all material respects, the financial position, activities and cash flows of the Corporation at June 30, 2006 and June 30, 2005, respectively, in conformity with generally accepted accounting principles, the Corporation's Third Quarter 2007 Report has been reviewed by the Corporation's auditors and presents fairly, in all material respects, the financial position, activities and cash flows of the Corporation at March 31, 2007 and March 31, 2006, respectively, in conformity with generally accepted accounting principles, and since June 30, 2006, there has been no material adverse change in the assets, operations or financial condition of the Members other than any such change which the Members have disclosed in writing to the Issuer and the Underwriters and that is described in the Official Statement;

5. as of the date hereof, taking into account all available information including without limitation the Corporation's Third Quarter 2007 Report, the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to

UPE-0001895

make the statements therein, in light of the circumstances under which they were made, not misleading (*provided that* no representation is made with respect to the information regarding the Issuer); and

6. there are no actions, suits or proceedings which have been served on the Members or, to the knowledge of the Corporation after due inquiry, are otherwise pending or threatened against the Members (i) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of Revenues pledged under the Bond Indenture, dated as of May 1, 2007 (the "Indenture"), between the Issuer and the Trustee or any payments to be made by the Corporation pursuant to the Loan Agreement; (ii) in any way contesting or affecting the authority for the issuance or delivery of the Bonds or the Documents or the Indenture or the validity when executed and delivered of the Bonds, the Documents, the Indenture, or the collection of Revenues pledged under the Indenture; (iii) in any way contesting the corporate existence or powers of the Members; (iv) which, if determined adversely to it, might materially adversely affect the consummation of the transactions contemplated by the Documents or the Indenture, or the ability of the Members to perform their obligations under the Documents to which they are parties, or the financial condition, assets or properties of the Members; or (v) contesting or affecting the status of any Member as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or which would subject any income of the Members to federal income taxation to such extent as would result in loss of the exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of the Code;

Capitalized terms used but not defined herein have the meanings ascribed thereto in the Purchase Contract or, if not in the Purchase Contract, in the Indenture.

Dated: June 19, 2007.

WEST PENN ALLEGHENY HEALTH SYSTEM, INC.
on behalf of itself and the other Members

By: David A. Samuel
Authorized Officer

UPE-0001896