THORP REED & ARMSTRONG

ATTORNEYS AT LAW SINCE 1895

June 19, 2007

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

The Bank of New York
Trust Company, N.A.
One Oxford Centre, Suite 1100
Pittsburgh, PA 15219

West Penn Allegheny Health
System, Inc.
4800 Friendship Avenue
Pittsburgh, PA 15224

Citigroup Global Markets Inc.
as Representative of the Underwriters
390 Greenwich Street, 2nd Floor
New York, NY 10013

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

Ladies and Gentlemen:

We are the Solicitor for the Allegheny County Hospital Development Authority (the "Authority") and have been requested to furnish an opinion pursuant to Section 3(e)(5) of the Purchase Contract dated May 17, 2007 (the "Purchase Contract") between the Authority and Citigroup Global Markets Inc., as representative of the underwriters (the "Underwriter"). This opinion is rendered to you in fulfillment of the requirements of Section 3(e)(5) of the Purchase Contract.

In connection with the furnishing of this opinion, we have examined the Preliminary Official Statement, dated April 24, 2007 (the "Preliminary Official Statement") distributed in connection with the sale of the Bonds, and the final Official Statement, dated May 17, 2007 (the "Official Statement"), and to the extent hereinafter set forth, the Purchase Contract, the Indenture, the Loan Agreement and such other documents and records which we deemed necessary in order to render this opinion. All initially capitalized terms used herein shall have the meanings given them in the aforesaid Purchase Contract.

Based on the foregoing, we are of the opinion that:

(i) the Authority is duly organized and validly existing as a body corporate and politic and a duly constituted authority of Allegheny County, Pennsylvania with the powers and authority set forth in the Municipality Authorities Act of the Commonwealth of Pennsylvania, as amended (the "Act");

(ii) the Authority is authorized under the Constitution and the laws of the Commonwealth of Pennsylvania, including particularly the Act, to (a) issue the Bonds for the purposes for which they are to be issued; (b) lend the proceeds of the Bonds to the Corporation; (c) enter into and perform its duties under the Purchase Contract, Indenture,

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Loan Agreement and Tax Agreement; and (d) assign all its right, title and interest (except for certain unassigned rights) in and to the Loan Agreement to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds;

(iii) the Authority has the full right, power and authority to (a) adopt the Issuer Resolution authorizing the issuance of the Bonds and the execution and delivery of the Purchase Contract, Indenture, Loan Agreement and Tax Agreement; (b) execute, deliver and perform its obligations under the Purchase Contract, Indenture, Loan Agreement and Tax Agreement; and (c) consummate the transactions contemplated by such documents and the Official Statement;

(iv) the Authority has duly authorized (a) the issuance and sale of the Bonds; and (b) the loan of the proceeds of the Bonds to the Corporation for the purposes indicated in the Loan Agreement;

(v) the information in the Official Statement relating to the Authority under the captions "THE AUTHORITY' and "NO LITIGATION – The Authority", was, as of the date of the Official Statement, and is, as of this date, correct in all material respects and such information did not and does not contain any untrue statement of a material fact and did not and does not omit to state a material fact required to be stated therein which is necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(vi) the Purchase Contract, Indenture, Loan Agreement and Tax Agreement have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute the valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms, except as the enforceability (A) may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally or (B) may be subject to the application of equitable principles if equitable remedies are sought;

(vii) the Issuer Resolution has been duly adopted by the Authority, is in full force and effect and has not been modified, amended or repealed;

(viii) the adoption of the Issuer Resolution, the execution and delivery by the Authority of the Purchase Contract, Indenture, Loan Agreement, Tax Agreement and Bonds, the authorization of the use of the Official Statement by the Underwriters in connection with the offering and sale of the Bonds, and the consummation of the transactions contemplated by the foregoing instruments, did not at the time of such adoption, authorization, execution, delivery, approval or distribution and do not on the date hereof conflict with or constitute on the part of the Authority a breach or violation of the Authority's bylaws, articles of incorporation or the Act;

(ix) to the best of our knowledge, the Authority is not in default under any agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the Authority is subject or by which it or its properties are or may be bound, which default would have a material adverse affect on the ability of the Authority to issue the Bonds or to consummate the transactions contemplated by the Purchase Contract, Indenture, Loan Agreement and Tax Agreement; and

(x) to the best of our knowledge, there is no action, suit, or proceeding at law or in equity by or before any court or public board or body pending or threatened against the Authority wherein an unfavorable decision, ruling or finding would materially adversely affect (a) the transactions contemplated by the Purchase Contract, Indenture, Loan Agreement and Tax Agreement, or (b) the validity or enforceability of any of the Purchase Contract, Indenture, Loan Agreement or Tax Agreement.

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.

Very truly yours,

Thorp Reed & Armstrong, LLP

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