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December 10, 2013

Rhode Island Health and Educational Building Corporation
Providence, Rhode Island

Town of Little Compton
Little Compton, Rhode Island

Roosevelt & Cross, Incorporated,
as Underwriter
New York, New York

Edwards Wildman Palmer LLP
Boston, Massachusetts

U.S. Bank National Association
Boston, Massachusetts

Re: $11,310,000 Rhode Island Health and Educational Building Corporation Public Schools Revenue Bond Financing Program Revenue Bonds, Series 2013 H (Town of Little Compton Issue) (the "Bonds")

Ladies and Gentlemen:

This opinion is delivered in connection with the issuance of the Bonds pursuant to the Master Trust Indenture dated as of November 1, 2009 (the "Master Indenture"), as amended and supplemented, by the First Supplemental Indenture dated as of April 15, 2013 (the "First Supplemental Indenture") and the Series Indenture dated as of December 10, 2013 (the "Series 2013 H Series Indenture"), each among the Rhode Island Health and Educational Building Corporation (the "Corporation") and U.S. Bank National Association, as Trustee (the "Trustee"). The Master Indenture, the First Supplemental Indenture and the Series 2013H Series Indenture are collectively, the Indenture. All capitalized terms used in this opinion, unless otherwise defined, have the meanings given them in the Indenture, as amended.

We have acted as counsel to the Trustee in connection with the issuance of the Bonds. In rendering this opinion, we have examined the Indenture, the Financing Agreement dated November 19, 2013 (the "Financing Agreement"), by and between the Corporation and the

Town of Little Compton ("Little Compton"), and such matters of law, certificates and documents as we have determined relevant for the purposes of this opinion. In such examination, we have assumed the genuineness of all signatures and the conformity to original documents of all copies submitted to us as certified or conformed copies.

In rendering the opinions expressed herein, we have, with your permission, assumed without investigation: (i) the legal existence of all parties to the transactions contemplated by the Indenture and the Financing Agreement other than the Trustee; (ii) the full power, authority and legal capacity of each party to the Indenture and the Financing Agreement (other than the Trustee or persons acting on behalf of the Trustee); (iii) the full power, authority and legal capacity of the Corporation to issue the Bonds (including taking all requisite action) and to perform, or cause the performance of, the Corporation's obligations thereunder; (iv) the due authorization, execution and delivery of each of the Indenture and the Financing Agreement by each party thereto (other than the Trustee or persons acting on behalf of the Trustee); (v) the legality, validity, binding effect and enforceability of the Indenture and the Financing Agreement with respect to each party thereto (other than the Trustee or persons acting on behalf of the Trustee) and of each other act done or to be done by any party; and (vi) the genuineness of each signature, the completeness and authenticity of each document submitted and reviewed by us, the conformity to the original of each document reviewed by us as a copy, and the authenticity of the original of each document received by us as a copy.

Based upon the foregoing and in reliance upon the Trustee's Certificate of Authority and the General Certificate of Trustee, Paying Agent and Registrar being delivered in connection with the issuance of the Bonds, we are of the opinion that the Trustee is a national banking association and is duly organized, validly existing and in good standing under the laws of the United States of America, with the right, power and authority to execute, deliver and perform its obligations imposed upon the Trustee under the Indenture, and that the Indenture has been duly authorized, executed and delivered by the Trustee, is in full force and effect, and assuming the due authorization, execution and delivery of such agreements by the other parties thereto, constitute valid and binding agreements of the Trustee, enforceable in accordance with its terms, and the Trustee has authenticated the Bonds in accordance with the Indenture.

The foregoing opinion is qualified to the extent that bankruptcy or insolvency or other laws affecting creditors' rights generally may limit the enforceability of the Indenture and any of the Agreements, and that the availability of certain equitable remedies may be subject to the discretion of the court before which such proceedings are brought.

We express no opinion as to any laws other than the laws of The Commonwealth of Massachusetts, and the federal laws of the United States governing the banking and trust powers of the Trustee. All opinions herein contained with respect to the enforceability of the Indenture and the Agreements, the governing law of which is expressly stated to be in certain circumstances different than that of The Commonwealth of Massachusetts, are based on the assumption that the laws of each of those different states are the same in all relevant respects as the laws of The Commonwealth of Massachusetts.

This opinion is rendered solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose. This opinion is given as of the date hereof and we expressly disclaim any responsibility to update this opinion or advise you of any changes of law, facts or circumstances of any kind that may occur after the date hereof which might affect the opinion expressed herein.

Very truly yours,