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December 10, 2013

Rhode Island Health and Educational
Building Corporation
170 Westminster Street
Providence, Rhode Island 02903

Roosevelt & Cross, Incorporated
One Exchange Plaza
55 Broadway – 22nd Floor
New York, New York 10006

Town of Little Compton, Rhode Island
40 Commons
P.O. Box 226
Little Compton, Rhode Island 02837

U.S. Bank National Association
Corporate Trust Division
One Federal Street, 3rd Floor
Boston, Massachusetts 02110

Ladies and Gentlemen:

I have acted as counsel to the Town of Little Compton, Rhode Island (the "Borrower"), which has entered into a Financing Agreement (as hereinafter defined) with the Rhode Island Health and Educational Building Corporation (the "Corporation"). Terms used but not otherwise defined herein shall have the respective meanings set forth in such Financing Agreement.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(A) the Financing Agreement dated November 19, 2013 (the "Financing Agreement"), by and between the Corporation and the Borrower, in the form executed by the Borrower; and

(B) proceedings of the governing members of the Borrower relating to the approval of the Financing Agreement and the execution, issuance and delivery thereof and of the Borrower Bonds on behalf of the Borrower, and the authorization of the undertaking and completion of the Project (as defined in the Financing Agreement).

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to deliver this opinion.

Based upon the foregoing, I am of the opinion that:

1. There is no litigation of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Financing Agreement, the Borrower Bonds or any of the proceedings taken with respect to the issuance and sale of the Borrower Bonds, the Financing Agreement, the application of moneys to the payment of the Borrower Bonds or in any manner questioning the proceedings and authority under which the Borrower Bonds and the Financing Agreement were authorized or affecting the validity of the Borrower Bonds or the Financing Agreement, the existence or boundaries of the Borrower, the Financing Agreement or the title of officials of the Borrower who have acted with respect to the proceedings for the authorization of the Financing Agreement or the issuance and sale of the Borrower Bonds to their respective offices, and no authority or proceedings for the authorization of the Financing Agreement or the issuance and sale of the Borrower Bonds have been repealed, revoked or rescinded.

2. The execution and delivery by the Borrower of the Financing Agreement, the issuance, sale and delivery of the Borrower Bonds, the adoption of the bond resolution by the Borrower and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any local law or administrative regulation, or any judgment, decree or any agreement or other instrument known to me to which the Borrower is a party or otherwise subject.

Very truly yours,