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June 29, 2012

RBS Asset Finance, Inc.
71 South Wacker Drive, 28th Floor
Chicago, IL 60606

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102

Grossmont Healthcare District
9001 Wakarusa Street
La Mesa, CA 91942

Re: Cogeneration Financing

Ladies and Gentlemen:

We have acted as counsel to Grossmont Healthcare District (“Lessee”) with respect to the Lease Agreement dated as of June 1, 2012 (the “Lease Agreement”) between RBS Asset Finance, Inc. (“Lessor”), and Lessee and the Lessee Documents (as defined in the Lease Agreement) and various related matters and, in this capacity, we have reviewed a duplicate original or certified copy of each of the Lessee Documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. Lessee is a local healthcare district and a political subdivision of the State of California (the “State”) under the Internal Revenue Code of 1986, as amended, and Lessee is duly organized, existing, and operating under the Constitution and laws of the State.

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2. Lessee is authorized and has power under applicable law to enter into the Lessee Documents and to carry out its obligations thereunder and the transactions contemplated thereby.

3. No consent, authorization, approval, or other action by, and no notice to or filing with any governmental authority or regulatory body is required for the due execution, delivery, and performance by Lessee of the Lessee Documents, except for such action which has been duly obtained or taken and is in full force and effect.

4. The Lessee Documents and the transactions contemplated thereby have been duly authorized, approved, executed, and delivered by and on behalf of Lessee and are legal, valid, and binding contracts of Lessee enforceable in accordance with their terms, except to the extent limited by state and federal laws affecting remedies or by actions of the State Legislature or by vote of the taxpayers of the Grossmont Healthcare District, and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval, and execution of the Lessee Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting, public bidding, and other laws, rules, and regulations of the State.

6. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator, or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Lessee Documents, the property authorization, approval, and/or execution of the Lessee Documents, and the other documents contemplated thereby or the ability of Lessee otherwise to perform its obligations under the Lessee Documents and the transactions contemplated thereby.

7. There are no legal or governmental proceedings pending, threatened, or contemplated, or any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the validity of or security for the Lessee Documents or the transactions contemplated thereby.

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8. Lessee has taken all steps legally required to permit the commencement of the acquisition, installation, and operation of the Project (as defined in the Lease Agreement). Lessee has made all submissions to governmental authorities and has obtained, and there are currently in full force and effect, all consents, approvals, authorizations, accreditations, licenses, permits, and orders of any governmental or regulatory authority that are required to be obtained by Lessee to enable the Project to be acquired and installed in accordance with the plans and specifications therefor.

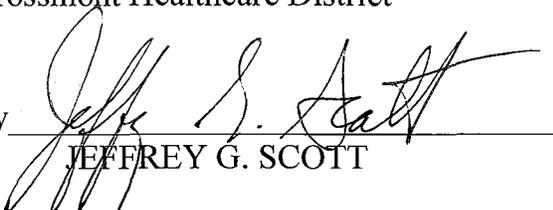
9. The provisions of the Lease Agreement are effective to create a security interest in favor of Lessor in all of Lessee's right, title, and interest in and to the Collateral (as defined in the Lease Agreement) and all proceeds thereof. Such security interest has been properly perfected and is subject to no liens or encumbrances.

10. The Lease Agreement and the other Lessee Documents are not subject to revocation or cancellation by reason of any non-appropriation laws.

This opinion may be relied upon by the addressees hereto and any permitted assignee of the Lease.

Very truly yours,

LAW OFFICES OF JEFFREY G. SCOTT
General Counsel
Grossmont Healthcare District

By 
JEFFREY G. SCOTT

JGS:jml