

FORM OF FINAL OPINION OF SPECIAL COUNSEL

[Letterhead of Quint & Thimmig LLP]

March 23, 2012

Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, California 93101

OPINION: \$11,550,000 First Installment Sale Agreement, dated as of March 1, 2012, by and between Montecito Retirement Association and the County of Santa Barbara

Members of the Board of Supervisors:

We have acted as special counsel in connection with the delivery by the County of Santa Barbara (the "County") and Montecito Retirement Association (the "Borrower") of that certain First Installment Sale Agreement, dated as of March 1, 2012, by and between the Borrower and the County (the "First Installment Sale Agreement") and that certain Second Installment Sale Agreement, dated as of March 1, 2012, by and between the County and the Borrower (the "Second Installment Sale Agreement"). The County has, pursuant to a First Assignment Agreement, dated as of March 1, 2012 (the "First Assignment Agreement"), by and between the County and Santa Barbara Bank and Trust, N.A. (the "Lender"), assigned certain of its rights under the Second Installment Sale Agreement, including its right to receive installment payments made by the Borrower thereunder (the "Installment Payments") to the Lender. The Borrower has, pursuant to a Second Assignment Agreement, dated as of March 1, 2012 (the "Second Assignment Agreement"), by and between the Borrower and the Lender, assigned certain of its rights under the First Installment Sale Agreement, including its right to receive purchase payments made by the County thereunder (the "Purchase Payments") to the Lender. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As questions of fact material to our opinion, we have relied upon representations of the County contained in the First Installment Sale Agreement, of the Borrower contained in the Second Installment Sale Agreement and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The County is a duly organized and validly existing political subdivision with the power to enter into the First Installment Sale Agreement and the First Assignment Agreement and to perform the agreements on its part contained therein.

2. The First Installment Sale Agreement has been duly authorized, executed and delivered by the County and is a special obligation of the County, valid, binding and enforceable against the County in accordance with its terms.

3. The First Assignment Agreement is valid, binding and enforceable in accordance with its terms.

4. Subject to the terms and provisions of the First Installment Sale Agreement, the Purchase Payments are payable from Installment Payments to be made by the Borrower under and pursuant to the Second Installment Sale Agreement, and by virtue of the First Assignment Agreement, the Lender is entitled to receive the Purchase Payments.

5. Subject to the County's and the Borrower's compliance with certain covenants, interest with respect to the First Installment Sale Agreement (i) is excludable from gross income of the owners thereof for federal income tax purposes and (ii) is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such County and the Borrower covenants could cause the interest with respect to the First Installment Sale Agreement to be includable in gross income for federal income tax purposes retroactively to the date of delivery of the First Installment Sale Agreement. In rendering our opinion on tax exemption, we have relied on the opinion of the Wilson Law Group, PC, counsel to the Borrower, that the Borrower is a 501(c)(3) organization and certain other matters.

6. Interest with respect to the First Installment Sale Agreement is exempt from personal income taxation imposed by the State of California.

Ownership of the First Installment Sale Agreement may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to thereto.

The rights of the owners of the First Installment Sale Agreement and the enforceability of the First Installment Sale Agreement and the Second Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the County, the Borrower and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,