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**October 29, 2009**

Coulee Medical Foundation  
Grand Coulee, Washington

Douglas, Grant, Lincoln & Okanogan  
Counties Public Hospital District No. 6  
d/b/a Coulee Medical Center  
Grand Coulee, Washington

Red Mortgage Capital, Inc.  
Columbus, OH

U.S. Bank National Association  
Seattle, Washington

RED Capital Markets, Inc.  
Columbus, OH

Eichner & Norris PLLC  
Washington, D.C.

Re: \$23,165,000 Coulee Medical Foundation Taxable Revenue  
Build America Bonds (Direct Pay) (GNMA Collateralized-  
Coulee Medical Center) Series 2009A (the "**Bonds**")

Ladies and Gentlemen:

We are Special Counsel to Red Mortgage Capital, Inc. ("**Mortgagee**"), an Ohio corporation, in connection with matters of the Federal Housing Administration ("**FHA**") regarding the FHA insured mortgage loan (the "**Mortgage Loan**") to be made this date by Mortgagee to the **COULEE MEDICAL FOUNDATION**, a Washington nonprofit corporation ("**Mortgagor**"). We also understand **COULEE MEDICAL FOUNDATION** will issue the Bonds (in its capacity as Issuer, the "**Issuer**") under a Trust Indenture, dated as of October 1, 2009, (the "**Indenture**") by and between the Issuer and **U.S. BANK NATIONAL ASSOCIATION** ("**Bond Trustee**"), as trustee, for the purpose of providing funds, together with other available funds, to pay the cost of construction and equipping of a hospital facilities known as Coulee Medical Center (the "**Hospital**") and the payment of certain costs of issuance relating to the Bonds as provided in the Indenture.

We understand that the Mortgage Loan has been initially endorsed for mortgage insurance by FHA as of the date hereof under Section 242 of the National Housing Act, as amended (the "**Act**") as FHA Project No. 171-13006. We also understand that the Mortgage Loan is evidenced by a Leasehold Deed of Trust Note (the "**Note**") of even date in the original principal amount of \$ 23,165,000 and is secured by a Leasehold Deed of Trust with Assignment of Rents (the "**Mortgage**") of like amount and even date (the Note, the Mortgage, and all other documents delivered to FHA in connection with the Mortgage Loan are collectively referred to as the "**Mortgage Documents**").

All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Bond Purchase Agreement (the "BPA"), dated October 15, 2009, executed and delivered in connection with the Bonds. This opinion is being delivered pursuant to the BPA.

In that regard, we have been asked to provide our opinion on various matters in connection with the Mortgage Loan.

In preparing this opinion, we have examined and relied on such documents as we deemed necessary to enable us to express the opinions set forth below, including, but not limited to:

- (A) Original or certified copies of proceedings and certificates of Mortgagor, Bond Trustee, and others, concerning, among other things, compliance with the terms of the Mortgage Documents;
- (B) Approvals of and correspondence with FHA;
- (C) The Act and the regulations promulgated pursuant thereto;
- (D) The final Official Statement of the Issuer relating to the Bonds dated October 15, 2009 (the "Official Statement");
- (E) The Mortgage Documents;
- (F) A title policy dated the date hereof, issued to Mortgagee and FHA by First American Title Insurance Company in connection with the Mortgage Loan and the financing contemplated by the Bonds;
- (G) Other documents listed in the Closing Index with respect to the Bonds and filed with the Issuer including the opinion of Mortgagor's counsel, Stamper Rubens, P.S. of even date herewith, on which we rely for, among other things, the enforceability and validity of the Mortgage Documents; and
- (H) Certificate(s) of the Mortgagee on which we rely with respect to certain corporate activities and matters relating to the Mortgagee.

In rendering this opinion, we have assumed and relied upon the truth, completeness, authenticity, accuracy, due authorization, and delivery of all documents and certificates examined and the authenticity of all signatures thereon. Except as to Mortgagee, we have assumed that each of the documents referred to herein is, where appropriate, valid and legally binding upon and enforceable in accordance with its terms against each party thereto and that actions required to be taken (including delivery), or consents to be obtained by each such party, has been or will be taken and obtained. In rendering this opinion we have also assumed that such parties have acted in full compliance with terms of all laws, regulations and orders.

In addition, we have assumed that the Mortgage Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the Mortgage Loan as reflected in the Mortgage Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Mortgage Documents.

Based on the foregoing, it is our opinion that:

1. The information and statements in the Official Statement relating to the FHA mortgage insurance program contained under the captions "Introductory statement," under the subheading "GNMA Securities," "THE GNMA MORTGAGE BACKED SECURITIES PROGRAM," "THE MORTGAGE NOTE AND MORTGAGE," "THE LENDER," "SUMMARY OF CERTAIN PROVISIONS OF THE FHA REGULATORY AGREEMENT," are correct and nothing has come to our attention that would lead us to believe that such information and statements contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
2. The Note has been insured by FHA pursuant to the Act and such insurance is in full force and effect in accordance with its terms.
3. Mortgagee is a corporation duly and validly incorporated under and in accordance with the laws of Ohio has the power and authority to conduct its affairs as described in the Official Statement and is a qualified mortgagee under the Act.
4. All authorizations, approvals and orders of FHA required with respect to the Mortgage Loan on the part of Mortgagee have been obtained.
5. Mortgagee has duly authorized inclusion in the Official Statement of the information contained therein relating to the Mortgage Documents, the FHA Mortgage Insurance and Mortgagee.
6. To the best of our knowledge and belief, no litigation is pending or threatened in any way contesting the powers of Mortgagee as a qualified mortgagee pursuant to the FHA insurance program under the Act.

**Coulee Medical Foundation**  
**Douglas, Grant, Lincoln & Okanogan Counties**  
**Public Hospital District No. 6**  
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7. To the best of our knowledge and belief, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened to challenge the authority and ability of Mortgagee to carry out the transactions contemplated in the Servicing Agreement.

We express no opinion as to the laws of any jurisdiction other than the laws of District of Columbia and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of District of Columbia and the United States of America as currently in effect. To the extent that any opinions expressed herein are matters of law of any individual State of the United States, we assume the laws of that individual State are the same as the laws of the District of Columbia. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

We have not been retained to confirm or verify, nor have we independently confirmed, verified, or expressed an opinion herein as to the accuracy, completeness or fairness of any information in the Official Statement, other than the information under the headings enumerated above as it relates to the Mortgagee and the FHA mortgage insurance program, or of any financial or mathematical schedules, calculations or formulae relating thereto or to the Bonds. The opinions on enforceability are subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity). Further, our opinion regarding the enforceability of obligations referred to herein, does not mean that specific performance or any other equitable remedy would necessarily be available as a remedy in every situation, as such a remedy is granted solely in the discretion of the courts, and statutory or other rules of law with respect to election of remedies may restrict the availability of some of the remedies provided for in the documents referenced herein.

This opinion is delivered solely in our capacity as special counsel to the Mortgagee with respect to matters of the FHA and in relation to the Bonds extends solely to the examination of the facts and law incident to rendering the opinions expressed above and should be neither construed nor interpreted to be rendered by us in any other capacity.

Very truly yours,

KROOTH & ALTMAN LLP

