

December 27, 2017

Ontario County Local Development Corporation
20 Ontario Street
Canandaigua, New York 14424

Key Government Finance, Inc.
1700 Bausch & Lomb Place
Rochester, New York 14604

The Bank of New York Mellon, as Trustee
101 Barclay Street, 7W
New York, New York 10286

Re: Ontario County Local Development Corporation
\$33,400,000 Revenue Refunding Bonds, Series 2017A (The Frederick Ferris
Thompson Hospital Project) and \$2,480,000 Taxable Revenue Refunding Bonds,
Series 2017B (The Frederick Ferris Thompson Hospital Project)

Ladies and Gentlemen:

We have acted as counsel to The Frederick Ferris Thompson Hospital, a New York not-for-profit corporation (the "Hospital") and The F.F. Thompson Foundation, Inc., a New York not-for-profit corporation (the "Foundation," and collectively with the Hospital, the "Borrowers" and, each, a "Borrower") in connection (i) with the issuance and sale by the Ontario County Local Development Corporation (the "Issuer") of the above-captioned bonds (the "Bonds"), and (ii) the Bond Purchase and Continuing Covenants Agreement dated as of December 1, 2017 (the "Bond Purchase and Continuing Covenants Agreement") between the Hospital and Key Government Finance, Inc. and the other Borrower Documents (as defined below).

This opinion is furnished to you pursuant to Section 6.01(i) of the Bond Purchase and Continuing Covenants Agreement. Unless otherwise defined herein, terms defined in the Indenture of Trust, dated as of December 1, 2017 (the "Indenture"), between the Issuer and The Bank of New York Mellon, as trustee (the "Trustee") used herein shall have the meanings given to them in the Indenture.

December 27, 2017

Page 2

In rendering this opinion we have examined executed counterparts of the Loan Agreement, the Note, the Bond Purchase and Continuing Covenants Agreement, the Guaranty, the Pledge and Security Agreement, the Tax Regulatory Agreement (collectively, the "Borrower Documents") and the UCC-1 financing statement naming the Hospital and Foundation as debtors and the Trustee as the secured party, a copy of which is attached hereto (the "Financing Statement"). We have also examined originals, or copies certified or otherwise identified to our satisfaction, of such documents and records of each of the Borrowers and such other documents as we have deemed necessary or appropriate for the purposes of this opinion, including the Tax Questionnaire and the exhibits and attachments thereto. In rendering our opinion, we have, with your consent, assumed that each of the Borrower Documents to which any Borrower is a party has been duly executed and delivered by the parties thereto (other than such Borrower), and that each Borrower Document constitutes the legal, valid and binding obligation of the parties thereto (other than the Borrowers), enforceable against the parties (other than the Borrowers) in accordance with the respective terms of each Borrower Document. We have also assumed (i) the genuineness of all signatures (other than signatures of officers of the Borrowers certified to us), (ii) the authenticity of all documents submitted to us as originals, and (iii) the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies.

As to factual matters relevant to our opinion, we have relied upon the representations and warranties made by the Borrowers in the Borrower Documents. Whenever the phrase "to the best of our knowledge" is used in this opinion, it refers to the conscious awareness of attorneys in our firm who were actively involved in the negotiation of the Borrower Documents and the preparation of this opinion, but no further inquiry, review or investigation was made by us.

Based on the foregoing, and subject to the qualifications set forth herein, we are of the opinion that:

1. The Hospital and the Foundation are each a not-for-profit corporation duly formed, validly existing and in good standing under the laws of the State of New York with all corporate power and authority to own its properties and conduct its affairs as described in the Borrower Documents.

2. The Hospital is qualified as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provision of prior law, and has received a letter from the Internal Revenue Service to that effect, which letter, to the best of our knowledge, has not been modified, limited or revoked. No part of the net earnings of the Hospital may inure to the benefit of any person, private shareholder or individual and, to the best of our knowledge, based solely on certifications made to us by the Hospital, the Hospital has not engaged in any unrelated trade or business, as those terms are defined in Section 513 of the Code, that would adversely affect its status as an organization exempt under Section 501(a) of the Code.

3. The Hospital and the Foundation each have the corporate power and authority to (a) enter into and deliver the Borrower Documents in which it is named as a party, (b) carry out the transactions contemplated by the Borrower Documents in which it is named as a party, and (c) perform its obligations under the Borrower Documents in which it is named as a party.

4. The execution and delivery of the Borrower Documents and the performance of the obligations of each of the Hospital and the Foundation under such Borrower Documents in which it is named as a party have been duly authorized by all necessary action on the part of such Borrower.

5. Each of the Borrower Documents has been duly executed and delivered on behalf of each Borrower party thereto and constitutes a legal, valid and binding obligation of each Borrower which is a party to such Borrower Documents enforceable against such Borrower in accordance with its terms, except as the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws affecting the enforcement of creditor's rights generally, (b) by general equitable principles (whether enforcement is sought by proceedings in equity or at law), and (c) by applicable laws that may limit the enforceability of or render ineffective certain rights or remedies in the Borrower Documents, but in our opinion the rights and remedies available to you in respect thereof are sufficient to permit the practical realization of the principal benefits conferred by the Borrower Documents.

6. The execution and delivery of the Borrower Documents in which the Borrowers are named as a party, the performance by such Borrower of its obligations thereunder, and the compliance by such Borrower with the provisions thereof, will not (i) violate or be in conflict with any federal or New York law, (ii) violate or be in conflict with any provision of the certificate of incorporation or by-laws of such Borrower, (iii) to the best of our knowledge, violate or contravene any judgment, decree, injunction, writ or order of any court, or any arbitrator or other Governmental Authority, having jurisdiction over the Borrowers, or their respective properties, or by which such Borrower may be bound, or (iv) violate or conflict with, or constitute a default under or result in the termination of, accelerate the performance required by or result in the creation of any Lien upon any of the assets or properties of the Borrowers (except as contemplated under the Borrower Documents) under the terms of any indenture, mortgage, deed of trust, loan or credit agreement to which any Borrower is a party or by which it is bound or to which any of its properties or assets are subject.

7. No authorization, consent, approval, license, exemption of, or filing or registration with, any Governmental Authority, or approval or consent of any other Person, other than those previously obtained, is required for the due execution, delivery or performance by, or enforcement against, the Borrowers of the Borrower Documents to which such Borrower is a party, except for recordings or filings in connection with the perfection of the Liens created by the Borrower Documents in favor of the Trustee.

December 27, 2017

Page 4

8. To the best of our knowledge, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to retain or enjoin the execution and delivery of any of the Borrower Documents, or the performance by any Borrower of its respective obligations thereunder, or which if an unfavorable decision, ruling or finding is rendered would materially adversely affect the validity or enforceability of the Borrower Documents.

9. The Pledge and Security Agreement is sufficient to create in favor of the Trustee a valid security interest in and lien on all of the items of collateral of the Borrowers described therein (the "Collateral") in which a security interest may be created under Article 9 of the Uniform Commercial Code of the State of New York (the "NY UCC") to the extent applicable thereto. The Financing Statements is in proper form for filing with the Office of the Secretary of State of New York. Upon the filing of the Financing Statement with the Office of the Secretary of State of New York, the Trustee will have a perfected security interest in all of the Collateral in which a security interest may be perfected by filing of a UCC-1 financing statement under the NY UCC.

The opinions expressed in paragraph 9 above are subject to the following qualifications:

(a) The NY UCC requires the Financing Statement be continued not more than six months before the expiration of the fifth anniversary of the original filing date of the Financing Statement.

(b) The continuation of the perfection of the security interest in proceeds is subject to the provisions of Section 9-315 of the NY UCC as in effect in the State of New York.

(c) We express no opinion as to any Borrower's rights and/or title to any property in which you have been granted a lien.

(d) In the case of property which could become Collateral after the date hereof, Section 552 of the Federal Bankruptcy Code limits the extent to which property acquired by a debtor after the commencement of a case under the Federal Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

(e) We express no opinion as to the priority of the security interests created by the Borrower Documents.

(f) We call to your attention the fact that, under the NY UCC, the security interests may be unperfected under certain circumstances, such as, but not limited to, (i) if a Borrower changes its name, identity or structure so as to make the Financing Statements misleading, or (ii) if a Borrower changes its jurisdiction of formation.

December 27, 2017

Page 5

(g) We express no opinion as to the validity or enforceability of any security interest in or assignment of any account receivable with respect to which the account debtor is the United States or any agency, department or instrumentality of the United States.

We express no opinion as to the laws of any jurisdiction other than the State of New York and the federal laws of the United States of America.

This opinion is rendered solely for your benefit and your successors, assigns and participants and is not to be relied upon by any other person or entity for any purpose, except we recognize this opinion shall be made a part of the transcript for proceedings relating to the Series 2017 Bonds and may also be relied upon by Nixon Peabody LLP bond counsel to the Issuer.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly stated herein, and this opinion must be read in conjunction with the substance, limitations, exceptions, qualifications set forth in this letter.

This opinion is rendered as of the date hereof, and no opinion is expressed as to matters referred to herein on any subsequent date.

Very truly yours,

Bond, Schoenack & Kings, PLLC