

June 22, 2022

City of Bel Aire, Kansas
Bel Aire, Kansas

Homestead Senior Residences Bel Aire, LLC
Holton, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Gilmore & Bell, P.C.
Wichita, Kansas

Re: Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds, Series 2022
(Homestead Senior Residences Bel Aire, LLC)
(the "Bonds")

Ladies and Gentlemen:

We have acted as counsel for Homestead Senior Residences Bel Aire, LLC (the "Tenant") in connection with the issuance of the Bonds, and in that connection we have examined the originals or copies certified or otherwise identified to our satisfaction of:

(a) Articles of Organization of the Tenant and Operating Agreement of the Tenant, all as amended to date;

(b) a certificate of recent date of the Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Kansas;

(c) executed copies of the following documents (collectively, the "Tenant Documents"):

(i) a Trust Indenture dated as of June 1, 2022 (the "Indenture") between the City of Bel Aire, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas, as bond trustee (the "Trustee");

(ii) a Site Lease dated as of June 1, 2022 between the Tenant, as lessor, and the Issuer, as lessee;

(iii) a Project Lease dated as of June 1, 2022 (the "Project Lease") between the Issuer, as lessor, and Tenant, as lessee;

(iv) a Bond Purchase Agreement dated as of June 1, 2022 (the "Bond Purchase Agreement") between the Issuer, the Tenant;

(d) the proceedings of the members of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents;

(e) such other documents, instruments, certificates and records as we have considered necessary for purposes of this opinion.

For purposes of this opinion we have assumed that each of the other parties to the Tenant Documents have all requisite power and authority and have taken all necessary action to execute and deliver the instruments to which it is a party and to effect the transactions contemplated thereby.

Based on the foregoing, we are of the opinion that:

1. The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas, with powers adequate for carrying on the business now conducted by it.

2. The Tenant has full power and authority to execute and deliver the Tenant Documents and to perform its obligations thereunder; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and, subject to the qualification stated in the last paragraph of this opinion, each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under, or conflict with or violate any material provisions of, the Tenant's Articles of Organization or Operating Agreement, both as amended to date, or applicable law, and do not and will not materially conflict with or violate or result in a material adverse effect on the Tenant under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which it is a party, or any administrative regulation or court decree.

4. Except as disclosed in the Tenant's Closing Certificate, to our knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, to our knowledge, there is no litigation, proceeding, or investigation pending or threatened against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

Our opinion that the Tenant Documents are enforceable in accordance with their terms is qualified to the extent that enforcement of the rights and remedies created by them is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and

secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

This opinion is delivered to you by us as counsel for the Tenant and is solely for your use and reliance in connection with the issuance and sale of the Bonds and may not be used or relied upon by any other person for any purpose without our prior written consent.

Very truly yours,