

N. I. J A C O B S
— & —
A S S O C I A T E S
ATTORNEYS AT LAW

355 Lexington Avenue, 6th Floor
New York, NY 10017
Phone 212.233.1480
Fax 646.219.3050

www.nijlaw.com

679 Titicus Road
North Salem, NY 10560
Phone 914.669.5559
Fax 914.669.9408

OTC Markets Group, Inc.
304 Hudson Street, Second Floor
New York, New York 10013

December 30, 2011

Re: Exit Only, Inc.
Opinion of Counsel regarding Adequate Current Information for period
ending September 30, 2011

Dear Sir or Madam:

This firm has acted as legal counsel for Exit Only, Inc. ("Exit Only, Inc." or the "Company"), and has been retained for the purpose of preparing this Opinion of Counsel, applying the applicable laws of the United States, regarding its level of disclosure of corporate information with regard to the OTC Markets Disclosure Guidelines. Counsel is a US resident.

In the course of preparing this opinion, we have reviewed the following documents relating to the Company.

- Articles of Incorporation;
- By-Laws;
- New Company Disclosure Document, filed December 29, 2011 ("Disclosure Document").
- Other related corporate information as were necessary and provided by the Company's management for the purposes of this letter.

Additionally, we have personally met with management and a majority of the directors of the Company.

The opinions and conclusions contained in this letter are based upon documentation and facts made available to this firm, and are solely based on the accuracy of those documents and facts. Further, we have reviewed all prior disclosures posted by Exit Only, Inc. with OTC Disclosure and News Service, as amended. The undersigned had no reason to believe that any such information was inaccurate or unreliable. In the event that the facts and information in any or all of such documents are determined not to be true, this opinion is rescinded and shall be deemed null and void. We have discussed the above documentation, and the underlying assumptions this firm is relying upon, with the management of the Company.

The party responsible for the preparation of the financial statements of Exit Only, Inc. is:

James Louis Porter, President and a director of Bayport since November 2008 and of the Company since July 2011. He also serves as President and a director of Bayport's subsidiaries, CARE and CMG.

The Company's Transfer Agent is: Holladay Stock Transfer, 2939 N. 67th Place, Scottsdale, AZ 85251 Phone: (480) 481-3940. An inquiry to the transfer agent was the source of confirmation of the Company's shares outstanding. Additionally, a search of the SEC's EDGAR system confirmed that Holladay Stock Transfer is a registered transfer agent.

Further, after inquiry of management and directors of the Company, to the best of our knowledge, neither the Company nor any person or entity holding at least five percent (5%) of the Company's stock is currently under investigation by any federal or state regulatory authority for any violation of federal or state securities law.

In our examination of such documents, we have assumed, without any independent investigation, the genuineness of all signatures, the legal capacity of all individuals who have executed any of the documents we have reviewed, the authenticity and completeness of all documents submitted to us as originals, and the completeness and conformity to authentic original documents of all documents submitted to us as copies thereof.

This opinion relates only to the Disclosure Document for set forth above and not to any other filing that may be made in the future. No opinion whatsoever is given with respect to the financial information contained therein. Management has elected to prepare same with the assistance of accountants but with no accountant's report thereon. Such financial statements are not audited.

We have assumed without independent investigation or verification of any kind the genuineness of all signatures on all documents examined by us, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents, of all documents submitted to us as copies. We have assumed that the documents examined by us have not been amended, supplemented, updated or otherwise modified and that there are no agreements or understandings among the parties, written or oral, and that there is no usage of trade or course of prior dealing among the parties that would, in either case, supplant or qualify the terms of the Disclosure Document. We have also assumed that there has been no mutual mistake of fact or misunderstanding, fraud, duress, undue influence or negotiations in bad faith, in connection with the matters addressed in this opinion and that the Disclosure Document has not been entered into by any party in connection with any unlawful activity.

In connection herewith, we have assumed that, other than with respect to the Company, all of the documents referred to in this letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such documents, all of the signatories to such documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

We have assumed without making any independent investigation that the representations and warranties made by all parties (including those made by the Company) to the agreements described in the Disclosure Document and pursuant thereto are true and correct. Furthermore, we have assumed that all conditions precedent to such agreements were complied with.

We have also assumed that, with respect to corporate or other entities other than the Company, which have agreements with the Company described in the Disclosure Document, such entities had the power, ability and the authority to enter into and perform all obligations under such agreements, and we have also assumed the due authorization by all requisite action, corporate or other, and due execution and delivery by such entities of such agreements and the validity and binding effect thereof. We have also assumed, other than with respect to the Company, the due organization, valid corporate existence (or similar existence with respect to non-corporate entities) and good standing (in jurisdictions where that status is relevant) of each of the parties to such agreements under the laws of its jurisdiction of establishment, and the power and legal right of each such party to the such agreements to execute, deliver and perform whatever obligations may be imposed upon it by the such agreements and the agreements, instruments and documents executed by it in connection therewith.

The opinions expressed above are further subject to the following limitations, exceptions, qualifications and assumptions:

We do not render any opinion regarding conflict of law matters, and for the purpose of this opinion, we have assumed that if agreements and documents reviewed by us indicate that laws of certain jurisdictions govern such agreements and documents, only such laws are in fact the governing laws of such documents and agreements, without conducting any legal or factual investigation. We express no opinion as to any documents, agreements or arrangements other than the documents mentioned above. We render no opinion in relation to any representation or warranty made or given in any agreement described in the Disclosure Document by any of the parties thereto, or by any other person, providing for the payment or reimbursement of costs or expenses or indemnification of a party, to the extent that such provisions may be held to be unenforceable as contrary to public policy.

The term "enforceable" means that a document is of a type and form enforced by the New York courts. It does not mean that each obligation in a document will be enforced by a New York court in accordance with its terms. In particular, the enforceability of agreements described in the Disclosure Document under New York law is subject to mandatory rules of New York law and may be qualified by the non-availability of remedies that are equitable in nature, frustration, prescription, the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings and to stay execution of judgments, directions of competent courts and governmental authorities and other matters. Therefore, we express no opinion as to the effect of rules of law governing specific performance, injunctive relief or other remedies which are equitable in nature or which are available only at the discretion of the court and note that certain obligations may result in a claim for damages only as opposed to specific performance. Enforceability may further be limited by applicable bankruptcy, insolvency, composition, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect of general application relating to or affecting the enforcement of creditor's rights generally and by general principles of equity. Furthermore, we express no opinion as to the enforceability of any agreement described in the Disclosure Document other than in New York. The enforceability of the any agreement described in agreement may be limited by a court ruling determination that New York is an inconvenient forum for enforcing such agreement or another jurisdiction is the convenient forum for enforcing such agreement.

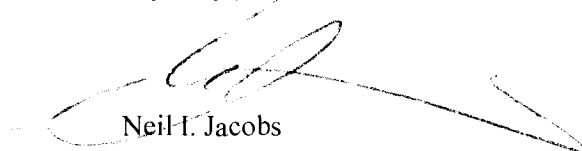
Any reference herein to "our knowledge" or "knowledge" or any variation thereof shall mean the actual knowledge of the attorneys in this firm who have worked on behalf of the Company, of the existence or absence of any facts which would contradict our opinions set forth herein. We have not undertaken any independent or other investigation to determine the existence or absence of

such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of the Company. There is no assurance that all material facts were disclosed to us, or that our familiarity with the Company is such that we necessarily recognized the materiality of facts that were disclosed to us. Moreover, as stated above, we have relied upon the statements of representatives of the Company as to the materiality of the facts disclosed to us. No opinion is expressed as to the Company's title to any of its assets, any tax related matters, any intellectual property related matters, any labor matters or any antitrust matters.

No person or entity other than OTC Markets Group is entitled to rely upon this opinion. OTC Markets Groups, however, is granted full and complete permission and rights to publish this document via the OTC Disclosure and News Service for viewing by the general public and regulators. The public and OTC Markets Group may rely on the above in determining whether Exit Only, Inc. has made adequate current information publicly available within the meaning of Rule 144(c)(2) of the Securities Act of 1933. However, the information which has been posted via OTC Disclosure and News Service constitutes adequate current public information, is available within the meaning of S.E.C. Rule 144(c)(2) of the Securities Act, includes all the information that a broker-dealer would be required to obtain from an issuer in order to publish a quotation for its securities pursuant to Rule 15c2-11 under the Securities Exchange Act of 1934, and complies as to form with the OTC Markets Guidelines for Providing Adequate Current Information.

The author of this letter is admitted to practice law in the State of New York only and this opinion covers only the law of such State and applicable federal laws. We are permitted to practice before the Securities and Exchange Commission and have not been prohibited from practice before such body.

Very truly yours,



Neil H. Jacobs

cc: Exit Only, Inc.

NIJ/aas