

“Official Statement”) have been duly authorized by the County. The Official Statement has been duly executed and delivered by the County.

8. As counsel to the County, we have rendered legal advice and assistance to the County in the course of the financing. Such assistance involved, among other things, discussions and inquiries concerning various legal matters and reviewing documents relating to the offering of the Bonds, including the Preliminary Official Statement and the Official Statement. While we do not pass upon or assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, we have no reason to believe that any portion of the Preliminary Official Statement or the Official Statement relating to the County (except for the statistical and financial data included therein, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

9. Except as disclosed in the Official Statement, to the best of our knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Contract and the Purchase Agreement or any other documents contemplated thereby; (b) questioning or affecting (i) the organization or existence of the County, (ii) the title to office of the officers thereof, (iii) the federal income tax consequences of issuing or owning the Bonds or of any of the transactions contemplated in connection herewith, (iv) the power or authority of the County to enter into the Contract or the Purchase Agreement, to enter into the transactions contemplated therein and to carry out its obligations thereunder or (v) the payments to be made by the County pursuant to the Contract; or (c) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the County.

10. All consents, governmental or otherwise, required to be obtained prior to the date hereof in connection with the execution, delivery and performance of the Contract, the Disclosure Certificate and the Purchase Agreement, the use and distribution of the Preliminary Official Statement, the use, distribution and execution of the Official Statement; provided, however, no opinion is expressed herein with respect to any “Blue Sky” laws.

11. The execution, delivery and performance of the Contract, the Disclosure Certificate and the Purchase Agreement, the use and distribution of the Preliminary Official Statement, and the use, distribution and execution of the Official Statement do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or any law, public administrative rule or regulation, court order or consent decree to which the County is subject.