

contained in the Preliminary Official Statement and Official Statement, we have no reason to believe that the information in the Preliminary Official Statement and the Official Statement under the caption the Authority 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 statement made therein, in light of the circumstances under which they were made, not misleading.

6. 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; or (b) questioning or affecting (i) the organization or existence of the Authority (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 Authority 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 security for the Bonds.

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

8. The execution, delivery and performance of the Contract and the Purchase Agreement, and 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 Authority a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Authority is a party or any law, public administrative rule or regulation, court order or consent decree to which the Authority is subject.

9. The enforceability of the Contract and the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

COLEMAN TALLEY LLP

By: _____
A Partner