

(Attorney's Letterhead)

OPINION OF RECIPIENT'S COUNSEL

DATE

State Road and Tollway Authority
245 Peachtree Center Avenue,
Suite 2200,
Atlanta, GA 30303

Re: _____ County/City

Ladies and Gentlemen:

As counsel for Hall County, Georgia (the "Recipient"), I have examined duly executed originals of the Grant Agreement (the "Grant Agreement"), dated, 2021, between the Recipient and the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (the "GTIB") and such other documents, records, and proceedings as we have deemed relevant or material to render this opinion, and based upon such examination, we are of the opinion, as of the date hereof, that:

1. The Recipient is a public body corporate and politic, duly created, validly existing, and in good standing under the laws of the State of Georgia.

2. The Recipient has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the Grant Agreement.

3. The execution and delivery by the Recipient and each Member of, and the performance of their respective obligations under the Grant Agreement has been duly authorized by all necessary corporate action or resolutions.

4. The Recipient has duly executed and delivered the Grant Agreement to which it is a party and the Grant Agreement constitutes the legal, valid and binding obligation of such party; enforceable against such party in accordance with their respective terms.

5. No authorization, consent or other approval of, or registration, declaration or other filing with any governmental authority of the United States or of the State of Georgia is required on the part of the Recipient or any Member for the execution and delivery by such party of, and the performance of such party, for the operating and maintenance of the Project

6. To our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against the Recipient or any Member by or before any court, arbitrator or any other governmental authority in connection with the Grant Agreement that are pending.

7. The execution and delivery by the Recipient and each Member of, and compliance with the provisions of the Grant Agreement do not (i) violate the articles or certificate of incorporation or by-laws or resolution, (ii) violate the law of the United States of America or the State of Georgia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Recipient or any Member is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Recipient or any Member presently is subject.

8. The signatures of the officers of the Recipient that appear on the Grant Agreement are true and genuine. We know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Recipient set forth below their names.

In rendering the opinions set forth herein, this Law Firm have/has assumed the following, without any investigation or inquiry on our part:

- (i) the due authorization, execution, and delivery of the Grant Agreement by the GTIB; and
- (ii) that the Grant Agreement constitutes the binding obligations of the GTIB and that the GTIB has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Grant Agreement (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of Grantors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours