

## OPINION OF ATTORNEY

DATE: April 14, 2021

TO: Commercial Credit Group Inc., LESSOR

RE: Lease Agreement dated April 14, 2021 ("Lease") by and between Commercial Credit Group Inc. ("Lessor") and City of Cartersville ("Lessee")

Ladies and Gentlemen: I am the City Attorney for Lessee, and I am familiar with the Lease. Based on the examination of this and such other documents, records and papers as I have deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of Georgia and is authorized by the Constitution and laws of the State of Georgia to enter into the transactions contemplated by the Lease and to carry out its obligations thereunder. Lessee is a political subdivision of the State of Georgia as that term appears in Section 103 of the Internal Revenue Code of 1986, as amended, and the portion of rent identified as interest in the Lease will not be includable in the gross income of its recipient for federal tax purposes pursuant to applicable law and, as such, will be exempt from federal income taxes.
2. The Lease has been duly authorized, executed and delivered by the Lessee and, assuming the valid execution and delivery of the Lease by the Lessor, the Lease constitutes a valid, legal, and binding agreement enforceable in accordance with its terms. The Lease complies with all applicable municipal and State laws.
3. No further approval, consent or withholding of objections is required from any federal, State, or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby.
4. The entering into and performance of the Lease and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Equipment (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound other than as contemplated in the Lease. Lessee is in compliance with all applicable limitations restricting its ability to incur obligations, and the obligations Lessee is incurring pursuant to the Lease will not exceed any such limitations.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Lease.
6. The proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Internal Revenue Code of 1986, as amended.7. The

Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of Georgia.

Lessor and its successors and assigns may rely upon the opinions expressed herein for any purpose, and I understand that Lessor is relying upon the opinions expressed herein as an inducement to enter into the Lease and related transactions.

Very Truly yours,

\_\_\_\_\_, Esq.

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