

THE STRATTON LAW FIRM, PLLC
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February 17, 2026

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for the Town of Jerome, Arizona (the “Lessee”), we have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated as of the date hereof, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (the “Bank”), and the proceedings taken by the Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as we have deemed necessary or appropriate, we are of the opinion that:

1. The Lessee is a body corporate and politic, legally existing under the laws of the State of Arizona (the “State”).

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by the Lessee, and do not require the seal of the Lessee to be effective, valid, legal, or binding.

3. The governing body of the Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee’s execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of the Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor’s rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Timothy A. Stratton
Bond Counsel