

(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 2, dated February 1, 2021, to Master Equipment Lease/Purchase Agreement, dated as of January 31, 2020, by and between Banc of America Public Capital Corp, as Lessor, and the City of Pompano Beach, Florida, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Pompano Beach, Florida (“Lessee”), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of January 31, 2021 (the “*Agreement*”) and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor (“*Lessor*”), and Lessee; (b) an executed counterpart of Schedule of Property No. 2, dated February 1, 2021, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule of Property No. 2 together with such incorporated terms and provisions are herein referred to collectively as the “*Schedule*”), has attached the Rental Payment Schedule with respect thereto (the “*Payment Schedule*”) executed by Lessee, and provides for the lease of certain property listed in the Schedule (the “*Equipment*”); (c) an executed counterpart of that certain Escrow Agreement dated as of February 1, 2021 (the “*Escrow Agreement*”), by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the “*Transaction Documents*.”

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation duly organized and existing under the laws of the State, and a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and the obligations of Lessee under the Lease constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the rights of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other collateral thereunder.

[6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Florida personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____