

[Print on Issuer's Attorney Letterhead]

_____, 2020

Bryant Miller Olive P.A.
Miami, Florida

United States of America Department of Agriculture
Rural Development
Washington, D.C.

Re: \$1,500,000 Collier County Housing Authority Housing Revenue Bond,
Series 2020

Ladies and Gentlemen:

I have acted as counsel to the Collier County Housing Authority (the "Issuer"), a public body corporate and politic of the State of Florida created pursuant to Part I, Chapter 421, Florida Statutes and other applicable provisions of law (collectively, the "Act"), in connection with the issuance on this date of the Issuer's Housing Revenue Bond, Series 2020 in the original principal amount of \$1,500,000 (the "Bond"), for the purpose of financing a portion of the cost of acquiring, erecting and constructing additions, extensions and improvements to Issuer's existing low-rent multifamily housing units and appurtenant facilities for low income domestic farm labor.

In my capacity as special counsel to the Issuer, I have examined the following:

- A. the Act;
- B. Resolution No. 06-11-8, duly adopted by the Issuer on November 28, 2006, as amended and supplemented by Resolution No. 07-8-1, duly adopted by the Issuer on May 22, 2007, as further amended and supplemented by Resolution No. 19-06-01, duly adopted by the Issuer on June 18, 2019, and as further amended and supplemented by Resolution No. 2002-01, duly adopted by the Issuer on February 18, 2020 (collectively, the "Resolution");
- C. the Trust Indenture, dated _____, 2020, relating to the Bond, between the Issuer and U.S. Bank National Association, as trustee;

D. the Mortgage with Restrictive Use Rider, dated _____, 2020 (the “Mortgage”), from the Issuer in favor of Rural Housing Service, or successor agency, United States Department of Agriculture (the “Lender”); and

E. the fully executed and authenticated Bond.

Such Resolutions and the other documents contained in paragraphs B through E are herein referred to collectively as the “Documents.”

I have also examined such statutes and proceedings, documents and records of the Issuer, certificates of public officials and of officers of the Issuer, and such other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. As to questions of fact material to such opinions, we have relied upon the certificates of officers of the Issuer or attached hereto in connection with the Bond.

The phrase “to my knowledge” signifies that, in the course of our representation of the Issuer, no facts have come to my attention, that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate and that, except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

In making the examinations described above and in rendering the opinions expressed below, we have assumed (a) except as to the Issuer, the genuineness of all signatures, (b) the capacity of natural persons, (c) except as to the Issuer, the legal existence of all parties to the transaction, (d) the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, (e) except as to the Issuer, the due authorization, execution and delivery of the Documents by all parties thereto, (f) except as to the Issuer, that such Documents are enforceable against all parties thereto, (g) except as to the Issuer, that all parties thereto have the full power, authority and legal right to perform their respective obligations under such Documents, (h) the Lender has acted in good faith, without notice of adverse claims and has complied with all laws applicable to it, (i) the transaction complies with all tests of good faith, fairness and conscionability required by law, (j) the Issuer owns all of the property, assets and rights purported to be owned by it and (k) that all of the representations and warranties made by the Issuer in the Documents, and all of the recitals contained therein, are true and correct as to the factual matters therein. As to our assumptions, nothing has come to our attention that leads us to believe that we are not justified in our assumptions.

Based on the foregoing, and on current laws, facts, circumstances and upon such other information and documents furnished to us and such inquiries as we deem necessary, and subject to the qualifications and assumptions set forth in this letter, we are of the opinion that:

1. The Issuer is a duly organized and existing public body corporate and politic of the State of Florida (the "State"), acting pursuant to the Act, with full legal right, power and authority to perform all of its obligations under the Documents.

2. The Issuer has duly adopted the Resolution, which Resolution is now in full force and effect, and has duly authorized, executed and delivered, or caused to be delivered the Documents and (assuming due authorization, execution and delivery by the other parties thereto, where necessary) the Documents and the Bond constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or limiting creditors' rights generally, and provided that no opinion need be expressed, nor is, as to the availability of equitable remedies).

3. The adoption of the Resolution, the execution and delivery of the Documents, the Bond and the other instruments contemplated by any of such documents to which the Issuer is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Issuer is a party or is otherwise subject or bound.

4. To the best of my knowledge, all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations under the Documents, have been obtained and are in full force and effect.

5. No litigation before any court of the United States of America sitting in the State or of the State is pending or, to the best of my knowledge, threatened in any way affecting the existence of the Issuer or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bond, the application of the proceeds thereof in accordance with the Documents, or the collection or application of the revenues, securities or investments of the Issuer pledged or to be pledged to pay the principal of and interest on the Bond, or the pledge thereof or of the proceeds of the Bond, or in any way contesting or affecting the validity or enforceability of the Bond, the Resolution, or other Documents or any action of the Issuer contemplated by any of said Documents, or the powers of the Issuer or its authority with respect to the Bond, the Resolution, or other Documents or any action on the part of the Issuer contemplated by any of said Documents or to my knowledge is there any basis therefore.

We do not express any opinion herein concerning any laws other than the laws of the State and the federal laws of the United States of America.

This opinion is furnished to you, and is solely for your benefit, and is rendered solely in connection with the transaction to which this opinion relates, as contemplated by the Documents. This opinion may be relied upon by you only in connection with this transaction and may not be relied upon by any other person or entity (regardless of whether such other person or entity is related or affiliated with you), nor used for any other purpose or published in whole or part, in each instance, without, in each instance, our prior written consent.

Respectfully submitted,