

Sonoma County Airport
2200 Airport boulevard
Santa Rosa, California 95403

Re: \$75,686 Letter of Credit for Interim site Management from U.S. Bank National Association
\$49,005 Letter of Credit as performance security from U.S. Bank National Association

Ladies and Gentlemen:

As Attorney for the Sonoma County Airport (the "Airport"), I served as such in connection with Airport's execution of the Continuing Reimbursement Agreement for Letters of Credit, and the Possessory Collateral Pledge Agreement (Limited Obligations), dated July {____}, 2019 (collectively, the "Transaction Documents"), relating to the application for and issuance of two Letters of Credit by U.S. Bank National Association in the amount of \$75,686 and \$49,005.

In that connection, I have examined originals, or copies certified or otherwise identified to my satisfaction, of the Transaction Documents and such other documents as I deem necessary to render this opinion.

Based upon the foregoing, I am of the opinion, under existing law, that:

I. The Airport is a body corporate and politic, organized and validly existing under the laws of the State of California with full legal right, power and authority to perform all of its obligations under the Transaction Documents. The Airport has duly authorized, executed and delivered the Transaction Documents and the other documents relating to the Letter of Credit to which it is a party, and assuming due authorization, execution and delivery by the other parties thereto, as necessary, the Transaction Documents constitute legal, valid, and binding agreements of the Airport enforceable against the Airport in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency, equitable remedies and other laws affecting creditors' rights or remedies.

2. To the best of my knowledge, there is no action, suit or proceeding before or by any court, public board or body pending or threatened wherein an unfavorable decision, ruling or finding would (a) affect the creation, organization, existence or powers of the Airport or the titles of its officers to their respective

offices, (b) in any way question or affect the validity or enforceability of the Transaction Documents, (c) find illegal, invalid or unenforceable the Transaction Documents or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Letter of Credit to which the Airport is a party, or (d) have a material adverse effect on the ability of the Airport to perform its obligations under the Transaction Documents.

3. The execution and delivery of the Transaction Documents and the other instruments contemplated by any of such documents to which the Airport 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 of California, the United States or any department, division, Airport or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Airport is a party or is otherwise subject or bound in a manner which would materially adversely affect the Airport's performance under the Transaction Documents.

Sincerely,

Lauren Walker

Deputy County Counsel