



**Cochise County
Attorney's Office
Civil Division**

Public Programs...Personal Service
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BRIAN M. McINTYRE
Cochise County Attorney

June 20, 2024

Wells Fargo Bank, National Association
2410 South Power Road, Floor 01
Mesa, Arizona 85209

Re: Revolving Line of Credit

Ladies and Gentlemen:

We have acted as counsel for Cochise County, Arizona (the "County"), and the Cochise County Treasurer (the "Treasurer"), as County's agent, in connection with the execution and delivery of the Business Loan Agreement (Cochise County Revolving Line of Credit) dated July 1, 2024 (the "Loan Agreement"), between the County, the Treasurer and Wells Fargo Bank, National Association (the "Bank"), the Cochise County Revolving Line of Credit Promissory Note dated July 1, 2024 (the "Note"), related to the Loan Agreement, and all other documents and agreements executed in connection with the Loan Agreement and the Note.

This opinion is provided to the Bank pursuant to Paragraph 3.1.1 of the Loan Agreement. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Loan Agreement and the Note.

We have examined executed copies of the Loan Agreement, the Note, and applicable statutes of and relating to the line of credit made available under the Loan Agreement, in each case, as amended to date; records of proceedings of the governing body of the County during or by which resolutions were adopted relating to matters covered by this opinion, and certificates of officers of the County as to certain factual matters. In addition, we have made such other investigations as we have deemed necessary to enable us to express the opinions hereinafter set forth. We have assumed the genuineness of all signatures of persons signing the Loan Documents on behalf of parties thereto other than the County and the Treasurer, the authenticity of all documents

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submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, and further subject to the last two paragraphs of this letter, we hereby advise you that in our opinion:

1. The County and the Treasurer have the power and authority to execute, deliver, and perform the Loan Agreement and the Note.
2. The Loan Agreement and the Note have each been duly authorized by the County and no further corporate action is required in connection therewith. The execution and delivery of the Loan Agreement and the Note and the due performance of the provisions therein do not and will not violate, contravene, or constitute a default under any statutes relating to the formation and operations of the County, or any agreement, indenture, or other document or instrument to which the County is a party or by the terms by which the County or any of its property is bound or affected. The Loan Agreement and the Note have each been duly executed and delivered on behalf of the County and constitute the legal, valid, and binding obligations enforceable against the County in accordance with its terms.
3. No consent, approval, authorization, registration, or filing with any governmental authority is required in connection with the execution, delivery, or performance of the Loan Agreement or the Note, except as may have been obtained and certified copies of which have been delivered to the Bank.
4. There are no actions, suits, proceedings, claims, or disputes pending, or to the best of our knowledge, threatened or contemplated, at law, in equity, in arbitration or before any governmental authority against the County or any of its properties with respect to the Loan Agreement or the Note.
5. To the best of our knowledge, no injunction, writ, temporary restraining order, or any order of any nature has been issued by any court or other governmental authority purporting to enjoin or restrain the execution, delivery, or performance of the Loan Agreement or the Note, or directing that the transactions provided for therein not be consummated as therein provided.
6. To the best of our knowledge, but without an investigation of any sort as to the County, no event has occurred or would result from the incurring of the obligations by the County under the Loan Agreement or the Note which is, or with the lapse of time or notice or both would become, an Event of Default.

Our opinion set forth in paragraph 2 above is subject to the qualification that the enforceability of the Loan Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally, and by general equity principles.

We are members of the State Bar of Arizona and we do not express any opinion herein concerning any law other than the law of the State of Arizona, and the federal law of the United States.

This letter has been furnished to you pursuant to the Loan Agreement for your use in connection with the Loan Agreement and may not be relied upon for any other purpose or by any other party without our consent.

Sincerely,



Christine J. Roberts

Chief Civil Deputy County Attorney

Cochise County Attorney's Office

CJR:ss