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May 1, 2020

Oconee County Industrial Development Authority
Watkinsville, Georgia

Oconee County
Watkinsville, Georgia

JPMorgan Chase Bank, NA
Atlanta, Georgia

Gray, Pannell & Woodward LLP
Atlanta, Georgia

Re: \$7,790,000 Oconee County Industrial Development Authority Taxable Refunding
Revenue Bond (Economic Development Projects), Series 2020

To the Addressees:

I have acted as counsel for Oconee County, Georgia (the "County") in connection with the issuance and sale by the Oconee County Industrial Development Authority (the "Authority") of \$7,790,000 in principal amount of its Taxable Refunding Revenue Bond (Economic Development Projects), Series 2020 (the "Series 2020 Bond"). The Series 2020 Bond is being issued pursuant to a Bond Resolution, adopted by the Authority on April 2, 2020 (the "Bond Resolution"). The Series 2020 Bond is being issued and sold for the purpose of providing funds to (i) refund the Authority's outstanding Revenue Bonds (Economic Development Projects), Series 2012, maturing in the years 2021 and 2023 through 2034, inclusive, and (ii) pay the costs of issuing the Series 2020 Bond. In connection with the issuance of the Series 2020 Bond and the refunding of the Refunded Bonds with the proceeds thereof, the Authority and the County have entered into an Intergovernmental Contract, dated as of May 1, 2020 (the "Contract"), pursuant to which the County agrees to pay to the Authority amounts sufficient to pay the debt service on the Series 2020 Bond and to levy an ad valorem property tax (if necessary), on the assessed value of all property located within the County subject to such tax, at such rate or rates, limited to one mill per dollar (or such greater amount as may hereafter be authorized by applicable law), in order to pay debt service on the Series 2020 Bond.

In this connection, I have examined (i) an executed counterpart of the Contract, (ii) the proceedings of the Authority, including without limitation, the Bond Resolution, (iii) the proceedings of the County, including without limitation, the resolution of the County adopted by the Board of Commissioners on March 31, 2020, relating to the approval of the issuance of the Series 2020 Bond and the execution of the Contract (collectively, the "County Resolution"), and (iv) such other documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Based on the foregoing examination, I am of the opinion that:

1. The County is a duly created and validly existing political subdivision of the State of Georgia with full power and authority to execute, deliver and perform its obligations under the Contract.
2. The Contract has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable in accordance with its terms.
3. The Board of Commissioners of the County is the duly elected, qualified and acting governing body thereof.
4. The Board of Commissioners of the County has duly approved the issuance of the Series 2020 Bond and the terms thereof prior to the issuance of the Series 2020 Bond.
5. To the best of my knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Contract or any other documents contemplated thereby; (b) questioning or affecting (i) the organization or existence of the County, (ii) the title to office of the officers thereof, (iii) the power or authority of the County to enter into the Contract, to enter into the transactions contemplated therein and to carry out its obligations thereunder or (iv) the payments to be made by the County pursuant to the Contract; or (c) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the County.
6. The execution, delivery and performance of the Contract does not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or any law, public administrative rule or regulation, court order or consent decree to which the County is subject.

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7. All legal action required to be taken by the County in connection with the Series 2020 Bond, the County Resolution and the Contract has been validly taken in compliance with the provisions of law (including but not limited to compliance with the Georgia Open Meetings Law), and none of the proceedings held or actions taken by the County with respect to any of the foregoing has been repealed, rescinded or revoked.

The enforceability of the Contract may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

By: 
DANIEL C. HAYGOOD, ESQ.

DH/lm