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February 8, 2022

Oconee County Board
of Commissioners
Watkinsville, Georgia

Gray Pannell & Woodward LLP
Athens, Georgia

Oconee County Industrial Development
Authority
Watkinsville, Georgia

Regions Bank
Atlanta, Georgia

Stifel Nicolaus & Company, Incorporated
Atlanta, Georgia

Re: \$16,000,000 Oconee County Industrial Development Authority Taxable Revenue
Bonds (Economic Development Project), Series 2022

To the Addressees:

I have acted as counsel for Oconee County, Georgia, a political subdivision of the State of Georgia (the "County"), in connection with the issuance by the Oconee County Industrial Development Authority (the "Authority") of \$16,000,000 in aggregate principal amount of its Taxable Revenue Bonds (Economic Development Project), Series 2022 (the "Series 2022 Bonds"). In this capacity, I have examined such matters of law, documents, instruments and proceedings of the County as I have considered necessary to render the opinions set forth below, including but not limited to the following:

- (1) the resolution of the County adopted on August 24, 2021, as supplemented on January 28, 2022 (collectively the "County Resolution"), approving the Authority's issuance of the Series 2022 Bonds and authorizing the execution, delivery and performance of the Contract (as hereinafter defined);
- (2) the Intergovernmental Contract, dated as of February 8, 2022 (the "Contract"), between the Authority and the County;
- (3) the Preliminary Official Statement, dated January 14, 2022 (the "Preliminary Official Statement") and the Official Statement, dated January 28, 2022 (the "Official Statement");

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(4) the Bond Purchase Agreement, dated January 28, 2022 (the "Purchase Agreement"), among the Authority, the County and Stifel Nicolaus & Company, Inc. (the "Underwriter");

(5) the Continuing Disclosure Undertaking of the County, dated January 28, 2022 (the "Disclosure Certificate"); and

(6) a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Oconee County, Georgia, relating to the Series 2022 Bonds.

I have also examined and relied upon the original, certified, conformed or photographic copies of such other documents, records, agreement and certificates as I have considered necessary or appropriate to enable me to render the opinions expressed herein. In all such examinations, I have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to me as certified, conformed or photographic copies, and as to certificates of public officials, I have assumed the same to have been properly given and to be accurate.

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as I have deemed appropriate in rendering this opinion, I am of the opinion that:

(1) The County is a duly created and validly existing political subdivision of the State of Georgia and is authorized under the laws of the State of Georgia to (a) adopt the County Resolution; (b) execute, deliver and perform its obligations under the Purchase Agreement, the Contract and the Disclosure Certificate (collectively, the "County Documents"); (c) execute and distribute the Official Statement; and (d) carry out and consummate all of the transactions contemplated on its part by the County Documents and the Official Statement.

(2) The County Resolution has been duly adopted by the County, has not been amended, revoked or rescinded and remains in full force and effect.

(3) The County Documents have been duly authorized, executed and delivered by the County and are the legal, valid and binding obligations of the County, enforceable in accordance with their respective terms; provided, however, no opinion is given with respect to any indemnification provisions contained therein.

(4) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been

duly authorized by the County. The Official Statement has been duly executed and delivered by the County.

(5) The adoption of the County Resolution, the execution, delivery and performance of its obligations under the County Documents, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the County Documents and the Official Statement will not conflict with or constitute on the part of the County a violation of, breach of or default under (a) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the County is a party or by which it or its property is bound; or (b) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or any of its property.

(6) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the County as of the date hereof in connection with the adoption of the County Resolution, the execution, delivery and performance of its obligations under the County Documents, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the County Documents and the Official Statement have been duly obtained and remain in full force and effect, except that no opinion is rendered as to compliance with any applicable state securities or "blue sky" laws.

(7) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the County (or, to our knowledge, any meritorious basis therefor) (a) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning; (b) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices; or (c) wherein an unfavorable decision, ruling or finding would adversely affect the (i) powers of the County, (ii) validity or enforceability of the County Resolution, the County Documents or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the County Documents and the Official Statement; (iii) security for the Series 2022 Bonds; (iv) the financial condition or results of operations of the County; or (v) the transactions contemplated by the County Documents and the Official Statement.

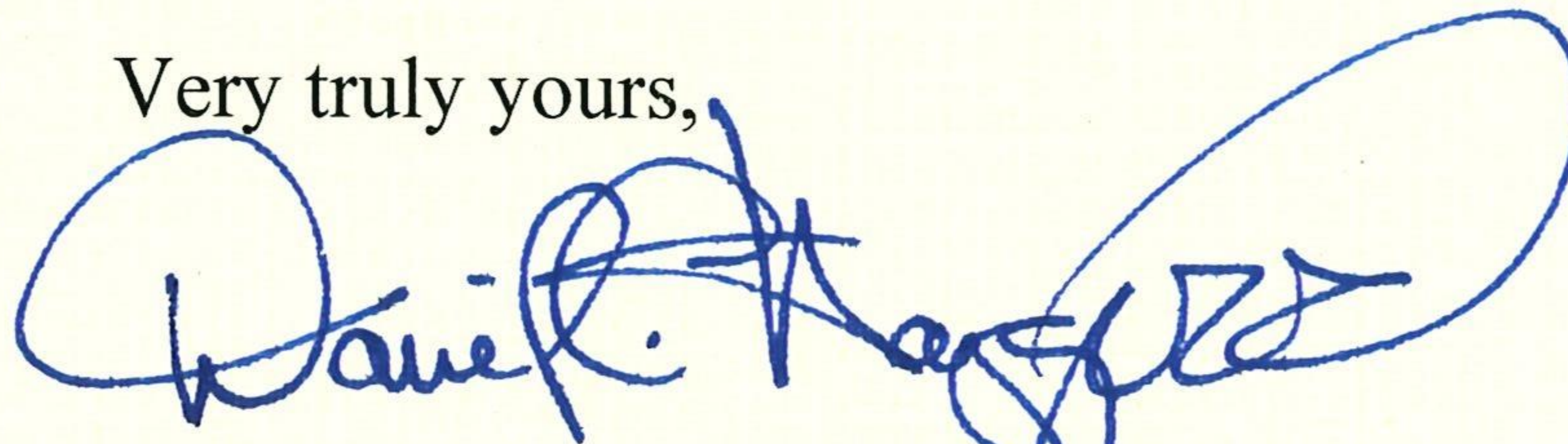
(8) Based on my examination and participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, I have no reason to believe that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial statements and other financial and statistical data included therein and in the appendices thereto, as to which I express no opinion).

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The enforceability of the County Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

I am a member of the State Bar of Georgia. My opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and assigns and may not be relied upon by any other person for any purpose without our prior written consent in each instance. I expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Daniel C. Haygood", with a large, stylized flourish extending to the right.

DANIEL C. HAYGOOD, ESQ.