
FORM OF OPINION OF COUNSEL TO LESSEE

03/31/2020

GE HFS, LLC
9900 Innovation Drive
Wauwatosa, WI 53226

Re: Lease Agreement dated as of 03/31/2020 (the "Lease Agreement") by and between COUNTY OF CONTRA COSTA, CALIFORNIA ("Lessee") and GE HFS, LLC ("Lessor")

Ladies and Gentlemen:

As counsel for Lessee, we have been requested to furnish you with an opinion in connection with the execution by Lessee and Lessor of the Lease Agreement. The Lease Agreement and the attachments and exhibits thereto, and all other documents relating thereto or contemplated thereby are referred to herein collectively as the "Agreement." All capitalized terms used in this opinion shall, unless the context requires otherwise, have the meanings set forth in the Lease Agreement. In our capacity as counsel for Lessee, we have reviewed a duplicate original or certified copy of the Agreement and such other documents and matters of law as we have deemed necessary or appropriate for purposes of rendering the following opinion to you.

Based upon the foregoing, we are of the opinion that:

1. Lessee is a Government-Municipality duly incorporated and validly existing and in good standing under the laws of the State of California, with full power and authority to conduct the health care and other related activities now being conducted by it.
2. Lessee has full power and authority to execute and deliver the Agreement and to carry out the terms thereof. The Agreement has been duly and validly authorized, executed and delivered by Lessee, is in full force and effect and constitutes a valid and legally binding obligation of Lessee enforceable against Lessee in accordance with its terms (including against claims of usury), except to the extent limited by laws relating to bankruptcy, insolvency, reorganization, moratorium, receivership and other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
3. No consent, authorization, approval or other action by, and no notice to, or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Lessee of the Agreement, except for such action which has been duly obtained or taken and is in full force and effect.
4. The consummation of the transactions contemplated by the Agreement and the carrying out of the terms thereof will not result in violation of any provisions of Lessee's enabling act or result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation to which Lessee is a party or by which it or its property is bound.
5. There are no legal or governmental actions, suits, proceedings, inquiries or investigations pending, threatened or contemplated, or any basis therefor, to which Lessee is or may become a party or of which any property of Lessee is or may become subject, other than ordinary routine litigation incident to the kind of business conducted by Lessee which, if determined adversely to Lessee, would not, individually or in the aggregate, have a material adverse effect on the financial position or results of operations of Lessee.
6. There are no legal or governmental proceedings pending, threatened or contemplated, or any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity of or security for the Agreement or the transactions contemplated thereby.
7. Lessee has taken all steps legally required as a condition precedent to the execution and delivery of the Agreement and to permit the commencement of the acquisition, installation and operation of the Equipment. Lessee has made all submissions to governmental authorities and has obtained, and there are currently in full force and effect, all consents, approvals, authorizations, accreditations, licenses, permits and orders of any governmental or regulatory authority that are required to be obtained by Lessee to enable the Equipment to be acquired and installed (to the extent such approvals and permits are needed at this time, given the current status of the acquisition, installation and operation of the Equipment).
8. Lessee is qualified for reimbursement by the Medicare and Medicaid programs. Based upon inquiry of appropriate officers of Lessee, we are informed that Lessee has participated in and has been reimbursed by the Medicare and Medicaid programs since shortly after their inception, and we are unaware of any reasons why Lessee is not entitled to participate in said programs.

** TO BE SIGNED BY COUNTY LEGAL COUNSEL
C SHEHAN 4-7-20*

This opinion may be relied upon by the addressee hereto and any of its successors and assigns.

Very truly yours,

Legal Counsel for:

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____

Name: _____

Title: _____