

FORM OF FINAL OPINION OF SPECIAL COUNSEL

July 2, 2024

Town Council of the
Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, California 93546

OPINION: \$_____ Certificates of Participation (2024 Capital Improvement Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the Town of Mammoth Lakes, as the Rental for Certain Property Pursuant to a Lease Agreement with the Mammoth Lakes Municipal Service Corporation

Members of the Town Council:

We have acted as special counsel in connection with the delivery by the Town of Mammoth Lakes (the "Town"), of its \$_____ Lease Agreement, dated as of July 1, 2024, by and between the Mammoth Lakes Municipal Service Corporation (the "Corporation") and the Town (the "Lease Agreement"), pursuant to the California Government Code. The Corporation has, pursuant to the Assignment Agreement, dated as of July 1, 2024 (the "Assignment Agreement"), by and between the Corporation and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), assigned certain of its rights under the Lease Agreement, including its right to receive a portion of the lease payments made by the Town thereunder (the "Lease Payments"), to the Trustee. Pursuant to the Trust Agreement, dated as of July 1, 2024, by and among the Trustee, the Corporation and the Town (the "Trust Agreement"), the Trustee has executed and delivered certificates of participation (the "Certificates") evidencing direct, undivided fractional interests of the owners thereof in the Lease Payments. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Town contained in the Lease Agreement and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The Town is duly created and validly existing as a municipal corporation and general law city organized and existing under the laws of the State of California with the power to enter into the Site and Facility Lease (as defined in the Trust Agreement), the Lease Agreement and the Trust Agreement and to perform the agreements on its part contained therein.

2. The Site and Facility Lease, the Lease Agreement and the Trust Agreement have been duly authorized, executed and delivered by the Town and are obligations of the Town valid, binding and enforceable against the Town in accordance with their respective terms.

3. The Assignment Agreement is valid, binding and enforceable in accordance with their terms.

4. Subject to the terms and provisions of the Lease Agreement, the Lease Payments to be made by the Town are payable from general funds of the Town lawfully available therefor. By virtue of the Assignment Agreement, the owners of the Certificates are entitled to receive their fractional share of the Lease Payments in accordance with the terms and provisions of the Trust Agreement.

5. Subject to the Town's compliance with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Interest with respect to the Certificates may affect the corporate alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to be includable in gross income for federal income tax purposes retroactively to the date of delivery of the Certificates.

6. The portion of the Lease Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation imposed by the State of California.

Ownership of the Certificates may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Certificates.

The rights of the owners of the Certificates and the enforceability of the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement may be subject to the Bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,