

October 31, 2019

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031

Re: Amendments to Site, Facility and Equipment Lease, dated as of December 1, 2019  
and NCREBs Equipment Lease, dated as of December 1, 2019 relating to release of  
the NCREBs Real Property

Ladies and Gentlemen:

We understand that in order to obtain funds to finance the acquisition and installation of the NCREBs Solar Equipment, the County of Nevada (the "County") leased to the Nevada County Finance Authority (the "Authority") the land and improvements that consist generally of the Wayne Brown Correctional Facility, which is located at 925 Maidu Avenue, City of Nevada, County of Nevada, California (the "NCREBs Real Property") pursuant to the Site, Facility and Equipment Lease dated as of August 1, 2016 (the "Original Site Lease") and the Authority leased the NCREBs Real Property back to the County and the County leased from the Authority the NCREBs Solar Equipment pursuant to the Lease Agreement dated as of August 1, 2016 (as amended by Amendment Number 1 dated as of September 30, 2019 and Amendment Number 2 dated as of September 30, 2019, the "Lease Agreement," together with the NCREBs Equipment Schedule attached thereto, the "Original NCREBs Equipment Lease"). All terms not defined herein have the meanings ascribed in the Original NCREBs Equipment Lease.

Pursuant to Section 6.(b) of the Original Site Lease and Section 4.7 of the Original NCREBs Equipment Lease, the County and the Authority reserved the right to release any portion of the NCREBs Real Property by amending the Original Site Lease and the Original NCREBs Equipment Lease, and satisfying certain conditions precedent in Section 6.(b) of the Original Site Lease and Section 4.7 of the Original NCREBs Equipment Lease (the "Conditions Precedent").

We understand the County and the Authority have determined to release a portion of the NCREBs Real Property from the Original Site Lease and Original NCREBs Equipment Lease such that the remaining NCREBs Real Property the County leases to the Authority and the Authority leases back to the County excludes the NCREBs Real Property (i.e., the Wayne Brown Correctional Facility), and to effectuate the release of the NCREBs Real Property from the Original Site Lease and the Original NCREBs Equipment Lease, the County and the Authority, with the consent of the initial

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NCREBs Lease Assignee, intend to amend the Original Site Lease and Original NCREBs Equipment Lease to exclude the NCREBS Real Property.

Section 4.7(xi) of the NCREBs Equipment Lease provides that one of the Conditions Precedent for release of the NCREBs Real Property is receipt by the NCREBS Lease Assignee of opinion of Special Counsel to the effect that the release of the NCREBs Real Property will not constitute a reissuance of any of the Lease Payments under the Original NCREBs Equipment Lease for federal income tax purposes or adversely affect the tax status of the NCREBs Equipment Lease as a "*new clean renewable energy bond*" within the meaning of Section 54C(a) of the Code.

We have examined the Original Site Lease, the Original NCREBs Equipment Lease, the proposed amendments and other matters determined to be relevant to us for purposes of this opinion. Based upon such examination and assuming the accuracy of the facts stated above, we are of the view that the release of the NCREBs Real Property will not, in and of itself, constitute a reissuance of the obligation created by the Original NCREBs Equipment Lease for federal income tax purposes or adversely affect the tax status of the obligation created by the NCREBs Equipment Lease as a "*new clean renewable energy bond*" within the meaning of Section 54C(a) of the Code .

Except as expressly stated herein, we express no other opinion with respect to the NCREBs and the Tax-Exempt Obligations. Additionally, we note that the tax status of the NCREBs and the Tax-Exempt Obligations is dependent upon compliance with certain tax restrictions subsequent to their issuance, and we have made no examination of and express no view as to the tax-advantaged status of such obligations for federal income tax purposes.

This letter is furnished by us as Counsel to the County. No attorney-client relationship has existed or exists between our firm and the addressee (other than the County) by virtue of this letter. This letter is delivered to the initial NCREBs Lease Assignee solely for its benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any person.

Very truly yours,

*Stradling, Yocca Carlson & Rauth,*  
*a Professional Corporation*