## Attorney’s Opinion Letter

Section 7.02. Attorney’s Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower’s counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors’ rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

## Template

I am writing you on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as counsel. As their counsel, I provide the following opinions in regards to the attached Loan Agreements:

1. The Borrower \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement.
2. Upon execution by the Energy Efficient Schools Council, the attached Loan Agreements shall be duly executed and constitute a valid and binding contract of the Borrower, enforceable in accordance with their terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally.
3. Based upon the information provided by Borrower, the attached Loan Agreements are not in conflict in any material way with any contracts or ordinances of the Borrower.
4. There is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower. The Borrower is the defendant in a number of suits, but none of the suits pertain to the attached Loan Agreements and should not prevent the County from fulfilling its obligations under the attached Loan Agreements.

This Opinion Letter is for reliance upon by the Energy Efficient Schools Council only and is not assignable to any third party without the prior written consent of myself and my firm. This Opinion Letter is limited to the specific matters contained herein and is not to be relied upon by any third parties. This letter is not rendered as a statement of the financial condition of Borrower, and Lender is responsible to independently evaluate the financial ability of the Borrower to meet its obligations under the Loan Agreements. This letter is not a guaranty of the obligations of Borrower under the Loan Agreements and the undersigned provides the above opinions only on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tennessee to the best of information provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tennessee. This Opinion letter is based upon the representations of Borrower to the undersigned counsel.

Sincerely,