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October 25, 2019

PNC Equipment Finance, LLC
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Re: Lease Schedule No. 98987644-1 dated October 25, 2019

Ladies and Gentlemen:

We have acted as counsel to City of Maricopa, an Arizona municipal corporation (the "Lessee"), with respect to the negotiation and execution of the Master Lease Purchase Agreement No. 98987644-1 and related documents (collectively the "Lease Documents") either executed by the Lessee in your favor or between you and the Lessee. Terms defined in the Lease Documents have the same meaning herein. This opinion is rendered in satisfaction of a precondition you have set to the consummation of the transaction or transactions contemplated by the Lease Documents.

We examined executed copies of the Lease Documents. We also examined such other documents and certificates of public officials and representatives of the Lessee as we have deemed necessary as a basis for the opinions expressed herein. As to questions of fact material to such opinions, we have, when relevant facts were not independently established, relied upon certificates of employees of the Lessee.

We assumed the genuineness of all signatures and documents submitted as originals, that all copies submitted to us conform to the originals, the legal capacity of all natural persons, and as to documents executed by entities other than the Lessee, that each such entity complied with any applicable requirement of law and had the power to enter into and perform its obligations under such documents, and that such documents have been duly authorized, executed and delivered by, and are binding upon and enforceable against, such entities.

We assume that you are a financial institution exempt from any applicable usury law. We further assume that you know of no agreements, understandings or negotiations between the parties not set forth in the Lease Documents that would modify the terms or rights and obligations of the parties thereunder.

We made no examination of, and express no opinion as to, title to any collateral or as to the priority of any liens or security interests created by the Lease Documents therein. We express no opinion as to the laws of any jurisdiction other than Arizona and the United States. Based on the foregoing and subject to the qualifications set forth below, it is our opinion that:

1. The Lessee is an Arizona municipal corporation duly organized, validly existing and in good standing under the laws of Arizona.

2. The Lessee has full power and authority to execute, deliver and perform its obligations under the Lease Documents, to own its property and to carry on its business in the manner currently conducted.

3. The Lease Documents have been duly authorized by all necessary action on the part of the Lessee and have been duly executed and delivered by the Lessee.

4. The Lease Documents are valid and binding obligations of the Lessee enforceable in accordance with their respective terms and, without limiting the generality of the foregoing, there are no temporal restrictions applicable under law, including any limitation on the ability to commit to repayments in a future fiscal year, to enforceability of the Lease Documents other than applicable statutes of limitations.

5. Execution and delivery of the Lease Documents and performance by the Lessee of its obligations thereunder do not violate the organizational documents, or any applicable law or regulation, or any order of a court or arbitrator known to us and specifically directed to the Lessee, or result in a material breach of, or default under, the provisions of any material contract known to us by which the Lessee or its assets is bound.

6. To our knowledge, there are no actions, suits or proceedings pending or overtly threatened against the Lessee before any court or administrative agency which would in any manner or to any extent may detrimentally affect Lessee's ability to perform its obligations under the Lease Documents.

7. Perfection and enforcement of Lessor's lien in the Equipment is governed by the Uniform Commercial Code in effect in the State of Arizona.

The opinions set forth above are subject to the following qualifications:

Our opinion in paragraph 5 above is subject to and limited by: (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium, or other laws affecting or relating to the rights of creditors generally; (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; (iii) the effect of applicable court decisions, invoking statutes or principles of equity, which have held that certain covenants and provisions of agreements are unenforceable where the breach of such covenants and provisions imposes restrictions or burdens upon a borrower, and it cannot be demonstrated that the enforcement of such restrictions or burdens is necessary for the protection of the creditor, or which have held that the creditor's enforcement of such covenants or provisions under the circumstances would violate the creditor's covenants of good faith and fair dealing implied under Arizona law; and (iv) the effect of statutes and rules of law which cannot be waived prospectively by a borrower. Use of the term "enforceable" does not imply

any opinion as to the availability of any remedy created by Lease Documents other than foreclosure of any lien and security interest created thereby in accordance with Arizona law and, subject to the foregoing limitations, an action for any resulting deficiency.

Use of the words "known to us," "to our knowledge," or similar phrases indicates that in the course of our representation of the Lessee no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys in this firm who have rendered legal services in connection with this transaction. We have not made any independent investigation to determine the accuracy of such statement, except as expressly described herein. No inference as to our knowledge of any matters bearing on the accuracy of such statement should be drawn from the fact of our representation of the Lessee in other matters in which such attorneys are not involved.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by any other person for any purpose without our prior written consent.

Very truly yours,

Denis M. Fitzgibbons

DMF:lm

cc: Ricky A. Horst, City Manager
Jennifer Brown, Administrative Services Director