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Reply to: Zephyrhills Office

September 21, 2022

United Data Technologies, Inc.  
(and its assigns)  
8825 NW 21 Terrace  
Doral, FL 33172

**Re: Equipment Finance Agreement No. 1 (the "EFA") by and between United Data Technologies, Inc., as Secured Party ("Secured Party"), and Hernando County School District, as Customer ("Customer")**

To whom it may concern:

I have acted as counsel to Customer with respect to the EFA and other matters. In this capacity, I have reviewed the EFA, the proceedings taken by the governing body of Customer to authorize the execution and delivery of the EFA on behalf of Customer, and such other documents, instruments and certificates as I have deemed relevant for purposes of this opinion. Based upon such examination, it is my opinion that:

1. Customer is a political subdivision of the State of Florida (the "State"), duly organized, existing and operating under the constitution and laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Customer.
3. Within the meaning of the UCC, Customer is an unregistered organization, having its sole place of business or its chief executive office in the State. Customer's true and correct legal name is "Hernando County School Board".
4. Customer is authorized and has power under State law to own its properties and incur and pay its obligations, to enter into the EFA, to finance the property described in the EFA and to carry out its obligations thereunder and the transactions contemplated thereby including, without limitation, payment of all rental payments set forth in the EFA (subject only to the contingency described in section 5 below).
5. The execution of the EFA and the appropriation of money to pay for the rent payments coming due thereunder are appropriations made for each current budgetary year and therefore do not

constitute debt financing in accordance with the prohibitions on debt financing included in the Constitution of the State, as well as under other State statutory or other limitations.

6. The EFA, including the finance of the property subject thereto and Customer's obligations thereunder, has been duly authorized, approved, executed and delivered by and on behalf of Customer and is a legal, valid and binding contract of Customer, enforceable against Customer in accordance with its terms, except to the extent limited by State and Federal bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

7. The authorization, approval and execution of the EFA and all other proceedings of Customer relating to the transactions contemplated thereby have been performed in accordance with all open meeting, public bidding and other laws, rules and regulations of the State.

8. The execution of the EFA and the appropriation of moneys to pay the payments coming due under the EFA do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer. The appropriation of moneys to make rent payments under the terms of the EFA for the current fiscal year of the Customer and ability of the Customer to otherwise perform its obligations under the EFA and transactions contemplated thereby are not the subject of any pending or, to the best of my knowledge, threatened proceedings.

9. The accrual and payment by Customer, and collection from Customer, of the charges provided for in the EFA, including rental, interest, late fees, attorneys' fees and other charges, do not and will not violate the constitution or any law of the State.

10. The Equipment financed pursuant to the EFA constitutes personal property and when subjected to use by Customer will not be or become a fixture under applicable law.

11. The signature of the official(s) which appears on the EFA and attached documents is true and genuine and that the individual holds the office set for the below his/her name.

12. The entering into and performance of the EFA does not violate any judgment, order, law or regulation applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or on the Equipment (as defined in the EFA) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Customer is a party or by which it or its assets may be bound, except as provided in the EFA.

This opinion is given to and may be relied on as of the date hereof by the named recipient and any assignee of any part or all of the recipient's rights in the EFA.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy McClain Alfonso", written over a horizontal line.

Nancy McClain Alfonso