

HARRIS BEACH <sup>LLC</sup>  
ATTORNEYS AT LAW

THE OMNI  
333 EARLE OVINGTON BLVD., SUITE 901  
UNIONDALE, NEW YORK 11553  
(516) 880-8484

August 8, 2019

Town of Hempstead  
Local Development Corporation  
350 Front Street  
Hempstead, NY 11550

Nixon Peabody LLP  
1300 Clinton Square  
Rochester, NY 14606

UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, MO 64102  
Att: Corporate Trust Services

Roosevelt & Cross, Inc.  
One Exchange Plaza  
55 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10006

Re: \$14,550,000 Tax-Exempt and Taxable Revenue Refunding Bonds, Series 2019  
(Circulo Real Property Holding Corporation / Evergreen Charter School Project  
referred to herein as the "Project"), consisting of \$2,465,000 Series 2019A-1  
(Tax-Exempt Bond), \$11,170,000 Series 2019A-2 (Tax-Exempt Bond), and  
\$915,000 Series 2019B (Taxable)

Ladies and Gentlemen:

This opinion is being rendered to you pursuant to Section 8(d)(15) of the Bond Purchase Agreement dated August 8, 2019 (the "*Bond Purchase Agreement*"), among Roosevelt & Cross, Inc., Circulo Real Property Holding Corporation, a New York not-for-profit corporation (the "*Borrower*") and the Town of Hempstead Local Development Corporation (the "*Issuer*"), relating to the issuance and sale by the Issuer of its \$14,550,000 aggregate principal amount of Tax-Exempt and Taxable Revenue Refunding Bonds, Series 2019 (Circulo Real Property Holding Corporation / Evergreen Charter School Project), consisting of \$2,465,000 Series 2019 A-1 (Tax-Exempt), \$11,170,000 Series 2019A-2 (Tax-Exempt) (collectively, the "2019A Bonds") and \$915,000 Series 2019B (Taxable) (the "2019B Bonds" and, together with the 2019A Bonds the "Bonds") of the Issuer. Terms defined in the Bond Purchase Agreement and used herein have the same meanings herein.

We have acted as counsel to Evergreen Charter School, a New York nonprofit corporation (the "*School*") in connection with that certain Lease Agreement dated April 5, 2019 between the Borrower and the School for the premises located at 605 Peninsula Boulevard, Hempstead, New York (the "*Lease Agreement*") and certain matters relating thereto.

We have examined the Lease Agreement, the Letter of Representations attached to the Bond Purchase Agreement and the Continuing Disclosure Agreement (collectively, the "*School Documents*"), and, although we have not participated in the preparation thereof, the Limited Offering Memorandum and such other documents and such certificates of the School and other

persons, made such investigations and have considered such questions of law as we have deemed necessary or appropriate for the purposes of the opinion rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted as originals, the conformity to the original documents of all documents submitted as copies and the authenticity of the originals of such latter documents. As to certain matters of fact material to the opinions expressed herein, we have relied upon representations made in the School Documents and the certificates of officers of the School. We have not independently established or investigated the facts so relied on.

In addition, we have obtained and relied, without investigation, upon, and assumed the accuracy, completeness and, to the extent applicable, proper issuance of, such certificates, statements and assurances from public officials that have been received by us.

On the basis of the foregoing, and subject to the qualifications, assumptions, exceptions and limitations specified herein, we are of the opinion that:

1. Based solely upon the Certificate of Status of the School issued by the State of New York Department of Education dated August 3, 2019, the School is a New York nonprofit corporation and is good standing in the State of New York. The School has the requisite corporate power under its organizational documents and the New York Nonprofit Corporation Law to enter into the School Documents and the Limited Offering Memorandum.

1. The execution and delivery by the School of the School Documents, and the Limited Offering Memorandum and the performance of its obligations under the School Documents, have been authorized by the School by all necessary corporate action on the part of the School.

2. No consents, approvals, authorizations or orders of any court or governmental body of the State of New York are required to be obtained by the School for the execution and performance by the School of the Lease or the execution and delivery of the Limited Offering Memorandum and School Documents, other than obtaining the consents, approvals, authorizations and orders contemplated by the such documents or that otherwise have already been obtained.

3. The School Documents constitute a legal, valid and binding obligation of the School, enforceable against the School in accordance with their respective terms.

4. Neither the execution and delivery by the School of the School Documents and the Limited Offering Memorandum, nor compliance with the applicable provisions thereof by the School, results in a violation of the certificate of incorporation of the School.

5. To our knowledge, based solely on a review of a certificate of an officer of the School and discussions with officers of the School, there is no pending action, suit or proceeding

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before or by any court or governmental agency or authority involving the School challenging the transaction contemplated by the School Documents or the validity or enforceability of the School Documents.

6. Neither the execution and delivery of the School Documents nor compliance with the applicable provisions thereof by the School conflicts in any material respect with or will result in a material breach of, (a) any of the terms, conditions or provisions of any corporate restriction of the School, (b) any present statute or governmental regulation of the State of New York applicable to the School or (c) any court order or decree of a court of the State of New York known to us (based solely upon the School Certificate, and without any independent investigation) to which the School is a party or by which it is bound.

Very truly yours,

HARRIS BEACH, PLLC

By:   
Andrew Komaromi, Member