

FORM OF OPINION OF CUSTOMER'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)

August 7, 2017

NovaCopy
4251 W. John Carpenter Freeway
Irving, Texas 75063

Ladies and Gentlemen:

As counsel for Collin County Texas ("Customer"), I have examined that certain 2017-001 Lease: Copiers Agreement, and, if applicable, that certain Non-Appropriation Addendum thereto, each duly executed by Customer and dated August 7, 2017 (collectively, the "Agreement"), between Customer and NovaCopy ("Company"), and the proceedings taken by the governing body of Customer to authorize on behalf of Customer the execution and delivery of the Agreement. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Customer has the requisite power and authority to execute and deliver the Agreement and to perform its obligations under the Agreement.
2. The Agreement has been duly authorized, executed and delivered by Customer and the Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Customer's governing body relating to the transactions contemplated by the Agreement have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws and all actions, approvals, authorizations and consents necessary to authorize Customer's execution, delivery and performance of the Agreement have occurred or been obtained.
4. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Customer of the Agreement or in any way to contest the validity of the Agreement, to contest or question the creation or existence of Customer or its governing body or the authority or ability of Customer to execute or deliver the Agreement or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Customer from annually appropriating sufficient funds to make the payments contemplated by the Agreement.
5. The entering into and performance of the Agreement does not and will 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 such term is defined in the Agreement) 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.
6. The execution and delivery of the Agreement and the appropriation of monies to pay the payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness or liabilities which may be incurred by Customer. Payments for amounts due under the Agreement beyond Customer's current fiscal year are contingent upon appropriations being budgeted and approved therefor in amounts sufficient to meet Customer's obligations under the Agreement.
7. The Agreement is the complete and exclusive agreement between Customer and Company regarding Customer's financing of the equipment described therein.
8. The Customer's name contained in the Agreement is the Customer's full, true and correct legal name.

This opinion may be relied upon by purchasers and assignees of Company's interests in the Agreement.

Respectfully submitted,
Hudson & O'Leary LLP

Greg Hudson