

November 20, 2020

Department of Natural Resources  
Colorado Water Conservation Board  
1313 Sherman Street, Room 718  
Denver, CO 80203

Re: Fort Morgan Farms, LLC - Nongovernmental Loan Contract CMS162768  
CT2021-2222

Dear Sir or Madame:

I am an attorney admitted to practice in the State of Colorado and I have acted as counsel to Fort Morgan Farms, LLC, a Colorado limited liability company ("Borrower") and have acted as such in connection with the authorization, execution and delivery by the State of Colorado Nongovernmental Loan Contract CMS162768 CT2021-2222 dated November 20, 2020 (the "CWCB Loan Contract").

In so acting I have examined the Constitution and laws of the State of Colorado, the records of the Colorado Secretary of State's Office, and the Operating Agreement of the Borrower. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the CWCB Loan Contract;

(b) the proceedings of the Borrower of November 20, 2020, and the Resolution of its Members relating to the approval of the CWCB Loan Contract and the execution, issuance and delivery thereof on behalf of the Borrower, and the authorization of the undertaking and completion of the Project (as defined in the CWCB Loan Contract);

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

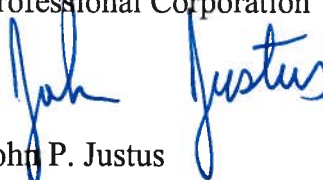
Based upon the foregoing, I am of the opinion that:

1. The CWCB Loan Contract has been duly executed by the Member of the Borrower who is authorized to execute the Contract and to bind the Borrower; and
2. The resolutions of the Borrower authorizing the execution and delivery of the CWCB Loan Contract were duly adopted by the Borrower's Member; and
3. There are no provisions in the Borrower's Operating Agreement or any state or local law that prevent the CWCB Loan Contract from binding the Borrower; and
3. The CWCB Loan Contract will be valid and binding against the Borrower if fully executed.

This opinion is rendered on the laws of the State of Colorado as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Sincerely,

HOSKIN FARINA & KAMPF  
Professional Corporation



John P. Justus

JPJ:JPJ