

JAMES K. HASSON, JR.
DIRECT LINE: 404.853.8083
E-mail: jim.hasson@sablaw.com

September 20, 2007

Assistant Secretary for Community Planning and Development
U.S. Department of Housing and Urban Development
ATTN: BRAC Coordinator
451 7th Street SW, Room 7266
Washington, DC 20410

Re: Certain Matters Relating to McPherson Planning Local
Redevelopment Authority, Inc. and Legally Binding Agreements
for Homeless Service Provider

Ladies and Gentlemen:

We have acted as counsel for The City of Atlanta, Georgia, and its affiliate McPherson Planning Local Redevelopment Authority, Inc., a Georgia nonprofit corporation (the "MPLRA"), in connection with the proposed Legally Binding Agreements for Homeless Service Provider (the "Proposed LBAs") to be entered into between an "implementation authority," yet to be formed (referred to as the "McPherson Implementation Local Redevelopment Authority" in the Proposed LBAs and as the "Implementation Authority" in this opinion letter), and each of the following homeless service provider organizations named in the Proposed LBAs: CHRIS Kids, Inc., East Point Community Development Action Team, Inc., Genesis Shelter, Inc., Jerusalem House, Inc., Community Advanced Practice Nurses, Inc., Saint Joseph's Mercy Care Services, Inc., Samaritan House of Atlanta, Inc., The Sullivan Center, Inc., Traveler's Aid of Metropolitan Atlanta, Inc., and Progressive Redevelopment, Inc.

This opinion letter is delivered to you as a component of the MPLRA's homeless assistance submission to the U.S. Department of Housing and Urban Development ("HUD") for the redevelopment of real estate and other assets presently comprising the military installation known as Fort McPherson, Georgia. For purposes of this opinion letter, we have reviewed unexecuted drafts prepared between September 13 and 20, 2007, of each of the Proposed LBAs.

Based on and subject to the foregoing and also subject to all of the assumptions, qualifications and other matters set forth in this opinion letter, we are of the opinion that, when executed and delivered, each Proposed LBA will be a valid and binding obligation of the Implementation Authority enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, and other similar federal laws of the United States and of the State of Georgia affecting the rights and remedies of creditors generally, and to general principles of equity (including without limitation the availability of specific performance or injunctive relief or the application of concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding at law or in equity.

This opinion letter shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Section of Business Law as published in 53 The Business Lawyer 831 (May 1998), a copy of which is attached (the "Legal Opinion Principles").

For purposes of our opinions in this opinion letter, we have assumed, without independent investigation (and without limiting the Legal Opinion Principles) that:

- (a) the Implementation Authority will be created as a Georgia business or nonprofit corporation, or as an agency or authority of the State of Georgia, in any case with the power and authority at the time of execution of the Proposed LBAs (i) to enter into the Proposed LBAs, (ii) to acquire, retain, use, improve, sell, lease, exchange or otherwise dispose of real and personal property, (iii) to acquire by grant, gift, legislative appropriation or otherwise, funds which can be used for its operations and for the aforesaid acquisition, use or disposition of real and personal property and which can be invested, pledged, or otherwise used for the purposes of the organization, and (iv) to enter into enforceable agreements with the United States Department of Defense, HUD, or other federal, state or local governmental bodies, agencies, departments or divisions in order to carry out its purposes;
- (b) the Implementation Authority will in the future have sufficient financial resources to conduct its anticipated activities and to perform under each of the Proposed LBAs;
- (c) the governing body of the Implementation Authority will have duly approved of the execution, delivery and performance by the Implementation Authority of each of the Proposed LBAs;

- (d) appropriate officers of the Implementation Authority will have determined that the stated consideration in each Proposed LBA is adequate;
- (e) each of the Proposed LBAs will have been executed and delivered by a duly authorized officer of the Implementation Authority with the authority to enter into a binding and enforceable agreement of the sort represented by the Proposed LBAs;
- (f) each of the Proposed LBAs, other than the Proposed LBAs to which CHRIS Kids, Inc. or The Sullivan Center, Inc. is a party, as so executed and delivered will have attached forms of deeds that contain legal descriptions that adequately describe any real property to be conveyed pursuant to such Proposed LBA;
- (g) each of the Proposed LBAs to which CHRIS Kids, Inc. or The Sullivan Center, Inc. is a party, as so executed and delivered will have attached legal descriptions that adequately describe any real property to be leased pursuant to such Proposed LBA;
- (h) the Proposed LBAs, as so executed and delivered, will be identical, except for dates and signatures, to those drafts of the Proposed LBAs prepared between September 13 and 20, 2007, presented to us for our review;
- (i) all natural persons will have sufficient legal capacity;
- (j) each of the Proposed LBAs will be enforceable against each of the other parties to them;
- (k) there will not be any mutual mistake of fact or misunderstanding, fraud, duress or undue influence with respect to the execution, delivery or performance of any of the Proposed LBAs, and the conduct of the parties to the Proposed LBAs will comply with any requirement of good faith, fair dealing and conscionability;
- (l) all collateral written agreements referred to in each of the Proposed LBAs, if any, will be enforceable against the LRA and each of the other parties to them;
- (m) except as provided in paragraph (l) above, there will be no agreements or understandings among the parties, written or oral, and there will be no usage of trade or course of prior dealing among the parties that would, in

either case, define, supplement or qualify the terms of the Proposed LBAs; and

- (n) each party to the Proposed LBAs will in the future comply with agreements and court orders to which it is a party or subject, with applicable law, and with each covenant in each of the Proposed LBAs.

The opinions in this opinion letter are limited to (i) the federal law of the United States and (ii) the law of the State of Georgia. We express no opinion with respect to the laws of any other jurisdiction or as to any matters arising under, or the effect of any of the following federal laws of the United States or of the State of Georgia: (a) any laws requiring filings with a governmental agency or other authority with respect to the execution, delivery or performance of any of the LBAs; (b) laws of any county, city or other political subdivision of the State of Georgia; or (c) without limiting the Legal Opinion Principles, any other laws customarily excluded from legal opinions of this type. In addition, we express no opinion as to any of the following:

- (a) provisions providing for choice of law;
- (b) the effect of rules of law that may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (i) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or (ii) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract;
- (c) the effect of rules of law that limit the availability of a remedy under certain circumstances where another remedy has been elected;
- (d) the effect of laws requiring mitigation of damages;
- (e) either (i) the effect of rules of law that may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange or (ii) severability or reformation provisions;
- (f) either (i) the effect of course of dealing, course of performance, or the like that would modify the terms of an agreement or the respective rights or obligations of the parties under an agreement, or (ii) provisions that purport to deny the effectiveness of such (including provisions

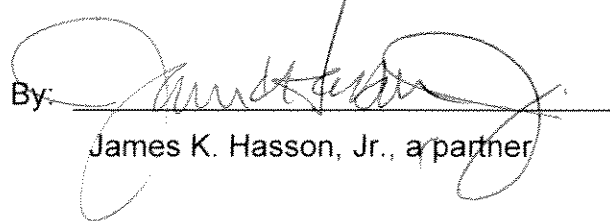
- (A) permitting modifications of an agreement only in writing, (B) that waivers or consents by a party may not be given effect unless in writing or in compliance with particular requirements, (C) that a person's course of dealing, course of performance, or the like or failure or delay in taking actions do not constitute a waiver of related rights or provisions, and (D) that one or more waivers under certain circumstances do not constitute a waiver of other matters of the same kind);
- (g) provisions that determinations by a party or a party's designee are conclusive; and
- (h) the effect of law requiring that the financial obligations of a governmental agency be limited to a particular source of revenues.

The opinions expressed in this opinion letter (a) are strictly limited to the matters stated in this opinion letter, and without limiting the foregoing, no other opinions are to be implied, and (b) are only as of the date of this opinion letter, and we are under no obligation, and do not undertake to advise HUD or any other person or entity either of any change of law or fact that occurs, or of any fact that comes to our attention, after the date of this opinion letter, even though such change or such fact may affect the legal analysis or a legal conclusion in this opinion letter.

This opinion letter is delivered in connection with the MPLRA's submission of the Proposed LBAs to HUD as a component of the homeless assistance submission for the redevelopment of real estate and other assets presently comprising the military installation known as Fort McPherson, Georgia, and may not be relied upon by HUD for any other purpose. This opinion letter may not be relied on by, or furnished to, any other person or entity without our prior written consent. Without limiting the foregoing, this opinion letter may not be quoted, published or otherwise disseminated, without in each instance obtaining our prior written consent.

Very truly yours,

Sutherland Asbill & Brennan LLP

By: 
James K. Hasson, Jr., a partner