

**Provider's Certificate**

I, the undersigned, do hereby certify that I am an officer of Morgan Stanley & Co. Incorporated (the "Provider") and as such am authorized to execute and deliver this certificate on behalf of the Provider in connection with the execution of the Agreement (as defined below). As such officer, I do further certify as follows:

1. The Provider, City of Rapid City, South Dakota, and First National Bank in Sioux Falls, South Dakota, as Trustee, have entered into a Master Repurchase Agreement on February 16, 2010 (the "Agreement") concerning the investment of certain funds deposited under the terms of the Agreement.

2. The payments on the Agreement are at least equal to the payments currently available from the Provider on reasonably comparable Agreements on the date the Agreement was priced, if any, entered into at arms' length and are the same payments as would be offered by the Provider to other persons, if any, with respect to reasonably comparable Agreements from a source of funds other than gross proceeds of an issue of tax-exempt bonds.

3. The Provider did not consult with any other potential provider about its bid, the Provider's bid was determined without regard to any other formal or informal agreement that the Provider has with the Issuer or any other person (other than discussions with potential hedge counterparties and outside counsel), and the Provider did not submit its bid solely as a courtesy to the Issuer or any other person for purposes of satisfying the requirements that (a) the Issuer receive at least three bids from providers that the Issuer solicited under a bona fide solicitation and (b) at least one of the three bids is from a reasonably competitive provider.

4. The Provider believes that it is a reasonably competitive provider and believes that it has an established industry reputation as a competitive provider of the type of investment being purchased.

5. To the best of our knowledge, the Provider was not given an opportunity to review other bids (i.e., no "last look") before providing its bid.

6. No administrative expenses were or will be paid by the Provider in connection with the Agreement to third parties on behalf of the Issuer, other than as set forth in the Agreement or in Paragraph 7 below.

7. (a) Payments in the amount of \$30,884 to Springsted Investment Advisors will be made by the Provider for brokerage or selling commissions or other similar costs or expenses.

(b) Custodial costs may be paid by the Provider in the event the Provider posts collateral in accordance with the terms of the Agreement.

Morgan Stanley & Co. Incorporated

By: \_\_\_\_\_  
Name:

Title:  
Date: