CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

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OPINION OF COUNSEL

Date: March 11, 2013

Lessee: City of Rapid City, South Dakota
3625 Jackson Boulevard
Rapid City, SD 57702

Lessor: TCF Equipment Finance, Inc.
11100 Wayzata Boulevard, Suite 802
Minnetonka, MN 55305

Re: Lease-Purchase Agreement No. 008-0185427-300, dated as of January 31, 2013, by and between City of Rapid City, South Dakota, and TCF Equipment Finance, Inc.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibits thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Rapid City.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of

Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. Except as specifically provided in Section 5 of the Lease, the rental payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, abatement or recoupment for any reason whatsoever.

6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by TCF Equipment Finance, Inc. and its successors and assigns.

Sincerely,

Carla Cushman
Assistant City Attorney