

[FORM OF LEGAL OPINION]

March 5, 2014

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Ladies and Gentlemen:

As counsel for City of Rapid City ("Lessee"), I have examined the Master Governmental Lease-Purchase Agreement dated as of December 24, 2012 (the "Master Lease") which has been incorporated by reference into that certain Supplement Number 370946-402 thereto dated as of March 5, 2014 (collectively, the "Lease"), each between the Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

- 1.** Lessee is a political subdivision or agency of the State of South Dakota, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is City of Rapid City .
- 2.** Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
- 3.** The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and 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.
- 4.** 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 applicable open meeting, public bidding and all other laws, rules and regulations of the State.
- 5.** The execution of the Lease and the appropriation of moneys to pay the rent 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 which may be incurred by Lessee.
- 6.** 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 Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make rent payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
- 7.** Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 20____, and such resolution has not been amended or repealed and remains in full force and effect.

Very truly yours,

Counsel for Lessee