

April 7, 2017

City of LaCrosse, Wisconsin
400 LaCrosse Street
LaCrosse, Wisconsin 54601

Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202

BMO Harris Bank N.A.,
as Trustee
4106 State Road 93
Eau Claire, Wisconsin 54701-7806

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Eau Claire, Wisconsin 54701-7806

Re: \$6,600,000 City of LaCrosse, Wisconsin
Industrial Development Revenue Bonds, Series 2017
(DuraTech Industries, Inc. Project)

Ladies and Gentlemen:

We have acted as special counsel to the City of LaCrosse, LaCrosse County, Wisconsin (the “*Issuer*”) in connection with the authorization and issuance by the Issuer of its Industrial Development Revenue Bonds, Series 2017 (Dura-Tech Industries, Inc. Project) in the aggregate principal amount of \$6,600,000 (the “*Bonds*”), issued under a Bond Agreement dated as of April 1, 2017 (the “*Bond Agreement*”), by and among the Issuer, DuraTech Industries, Inc. (“*DuraTech*”) and Commercial Properties Partners, LLC (“*CPP*” and collectively with DuraTech, the “*Borrower*”), BMO Harris Bank N.A., as original purchaser, and BMO Harris Bank N.A., as trustee.

In that connection, we have examined, among other things, the following:

(i) certified copies of the resolutions of the Common Council of the Issuer with respect to, among other things, the following:

(a) the initial resolution adopted by the Common Council of the Issuer on November 10, 2016; and

(b) the resolution adopted by the Common Council of the Issuer on March 9, 2017, authorizing, among other things, the issuance of the Bonds;

(ii) an executed counterpart of the Bond Agreement;

(iii) a specimen Bond; and

(iv) such other matters of law and documents, instruments, certificates, opinions and showings as we have deemed necessary and appropriate.

Based on the foregoing and solely in reliance thereon, we are of the opinion, as of the date hereof, that:

1. The Issuer is a municipality duly organized and validly existing under and by virtue of the Constitution and the laws of the State of Wisconsin, and has the power and authority to enter into the Bond Agreement, and to carry out the transactions contemplated thereby.

2. The Bond Agreement has been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties.

3. The Bonds have been duly and validly issued by the Issuer, and are legal, valid and binding special, limited obligations of the Issuer, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties. The Bonds are payable by the Issuer solely and only from the revenues and receipts derived by the Issuer from the Bond Agreement.

4. No additional or further approval, consent or authorization of the Issuer is required in connection with the execution and delivery by the Issuer of the Bond Agreement or the consummation by the Issuer of the transactions contemplated thereby.

In rendering this opinion, we are expressing no opinion with respect to the tax status of the interest on the Bonds for federal or state income tax purposes. This opinion is limited strictly to the matters as expressly stated herein, and we express no opinion with respect to, or pass upon in any manner, whether explicitly or implicitly, any other legal questions arising under federal or state laws.

This opinion may be relied upon by the addressees hereto, other than the Issuer, subject to the following matters, which by acceptance of this opinion such addressees and assignees recognize and acknowledge: (1) that we have not been engaged to act, and have not acted, as your counsel for any purpose in connection with the issuance of the Bonds; (2) that no attorney-client relationship exists or has at any time existed between us by virtue of this letter; and (3) that this opinion is based upon our review of proceedings and other documents undertaken as part of our engagement with the Issuer, and in order to deliver this letter we neither undertook any duties or responsibilities to you nor conducted any activities in addition to those undertaken or conducted for the benefit of, and requested by, the Issuer. Consequently, we make no representation that our review has been adequate for your purposes. This letter is not being delivered for the benefit of, nor may it be relied upon by, any other party to whom it is not specifically addressed.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of result. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,



AGBacon