



LEGAL DEPARTMENT

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November 27, 2019

Bank of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 (the "Master Agreement") by and between Bank of America Public Capital Corp, as Lessor ("Lessor"), and City of La Crosse, Wisconsin, as Lessee ("Lessee")

To whom it concerns:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Master Agreement, (b) a partially executed counterpart of the First Amendment to Equipment Schedule No. 001 dated as of November 21, 2019 (the "First Amendment") by and between Lessor and Lessee, (c) a partially executed counterpart of Equipment Schedule No. 002 dated as of November 21, 2019 ("Equipment Schedule No. 002") by and between Lessor and Lessee, (d) a partially executed counterpart of the Escrow and Account Control Agreement dated as of November 21, 2019 (the "Escrow Agreement") by and among Lessor, Lessee, and Bank of America, National Association, as Escrow Agent, (e) the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the First Amendment, Equipment Schedule No. 002, the Escrow Agreement and documents related thereto and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Agreement, the First Amendment, Equipment Schedule No. 002, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinion:

1. Lessee is a municipal corporation, duly organized and existing under the laws of the State of Wisconsin.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved and executed by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of the Parties, enforceable between the Parties, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed, to my current actual knowledge, in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. To my current actual knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

Sincerely,



Stephen F. Matty
City Attorney

cc: Lewis Kuhlman