



DECONCINI MCDONALD YETWIN & LACY

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

2525 EAST BROADWAY BOULEVARD • SUITE 200 • TUCSON, ARIZONA 85716-5300
(520) 322-5000 • (520) 322-5585 (FAX)

DMYL.COM

DENISE M. BAINTON
LISAJ. BOWEY
ALICE W. CALLISON
BARRY M. COREY
JODY A. CORRALES
PETER B. GOLDMAN
NATHAN B. HANNAH
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JAMES A. JUTRY
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ZELMA LETARTE

KATHRYN B. NELSON
RYAN D. O'NEAL
JOHN C. RICHARDSON
LISA ANNE SMITH
SPENCER A. SMITH
SESALYO STAMPS
JAMES M. SUSA
PAUL M. TILLEY
MEGAN J. TROG
GARY F. URMAN
MICHAEL R. URMAN

OF COUNSEL:

RICHARD M. YETWIN
BARRON & ASSOCIATES, P.C. - JOHN H. BARRON, III

FIRM FOUNDERS:
EVO A. DECONCINI (1901-1986)
JOHN R. McDONALD (1933-2012)
DENNIS W. DECONCINI

PHOENIX OFFICE:
7310 NORTH 16TH STREET, SUITE 205
PHOENIX, ARIZONA 85020
(602) 282-0500
FAX: (602) 282-0520

September_, 2017

PLEASE REPLY TO TUCSON
SSMITH@DMYL.COM

Ally Bank
Ally Financial
3885 Crestwood Parkway, Suite 400
PO Box 100049
Duluth, GA 30096

Ladies and Gentlemen:

This firm has served as counsel for Tucson Unified School District ("Lessee") in connection with the Municipal Lease-Purchase Agreement dated July 27, 2017 (the "Master Lease"), which has been incorporated by reference into that certain Schedule thereto, also dated as of July 27, 2017 (collectively, the "Lease"), each between the Lessee and Ally Bank and Ally Financial ("Lessor"). I have reviewed the Lease 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 of the State of Arizona, duly organized and existing under the laws of such state. Lessee's full, true and correct legal name is "Tucson Unified School District No. 1 of Pima County, Arizona."
2. Lessee, through its Governing Board, is authorized and has the 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. Lessee has designated the Lease as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; however, no opinion is rendered or expressed relative to whether the interest paid under the Agreement will be exempt from federal income tax.

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5. 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 procurement and all other laws, rules and regulations of the State of Arizona.

6. The execution of the Lease and the appropriation of monies 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.

7. 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 monies 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.

8. The Lease was duly and validly adopted by the Governing Board of Tucson Unified School District No. 1 of Pima County, Arizona on August _____, 2017, and the Lease has not been amended or repealed and remains in full force and effect.

Very truly yours,

DeConcini McDonald Yetwin & Lacy, P.C.

By: _____

Spencer A. Smith