

FORM OF OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)

Date

PNCEF, LLC, dba PNC Equipment Finance
155 E. Broad St., B4-B230-05-7
Columbus, OH 43215

Re: Master Equipment Lease-Purchase Agreement
dated November 24, 2010, Lease Schedules thereto
and related Escrow Agreement

Ladies and Gentlemen:

As counsel for Mount Diablo Unified School District ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated November 24, 2010 (the "*Master Lease*"), which has been incorporated by reference into Lease Schedule No. 138468000 dated November 24, 2010 (the "*Original Lease Schedule*"), each between Lessee and PNCEF, LLC, dba PNC Equipment Finance, as lessor ("*Lessor*"), the *Schedule A-1* attached to the Original Lease Schedule (the "*Original Payment Schedule*"), the Escrow Agreement dated November 24, 2010 (the "*Original Escrow Agreement*"), among Lessee, Lessor and the escrow agent therein identified, and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule, the Original Escrow Agreement and all additional lease schedules and related payment schedules and escrow agreements to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Lease Schedule. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule and Original Escrow Agreement are herein collectively referred to as the "*Lease*." Any Additional Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related payment schedule and escrow agreement are herein collectively referred to as an "*Additional Lease*."

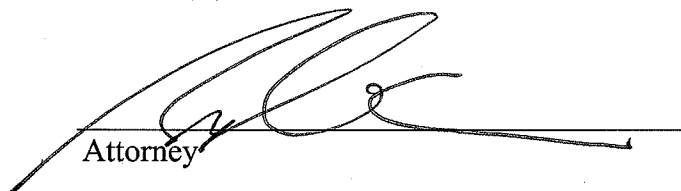
Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of California with full power and authority to enter into, and perform its obligations under, the Lease and each Additional Lease.

2. The Lease and each Additional Lease have each been duly authorized and have been or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, 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 relating to or affecting the enforcement of creditors' rights.
3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
4. To the best of my knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency 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, any Additional Lease or any documents relating thereto; the appropriation of monies to make payments under the Lease or any Additional Lease; or the ability of Lessee otherwise to perform its obligations under the Lease or any Additional Lease and the transactions contemplated thereby.
5. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Escrow Agreement, the Additional Lease Schedules and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
6. The entering into and performance of the Lease and each Additional Lease do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment or the Escrow Fund (as each such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.
7. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State is Mr Diablo Unified School District

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease and each Additional Lease.

Very truly yours,


Attorney