



Wells Fargo Equipment Finance, Inc.
200 Lomas Boulevard NW
Albuquerque, NM 87102

October 2, 2014

Ms. Pauline Sumption
City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Dear Ms. Sumption:

Thank you for choosing Wells Fargo Equipment Finance, Inc. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. Form Authorizing Resolution – fill in the required information in Sections 1 & 4, have signed and dated
2. Incumbency Certificate - have the Secretary/Clerk fill in the name and title of authorized signors and then sign and date. (Please note that if the Mayor is going to be signing the documents and you will be attesting the signature, both the Mayor's name and your name should be listed on the document along with your signatures as authorized signors)
3. Supplement to Master Lease - sign where indicated
4. Exhibit A – sign where indicated
5. Required Information – verify the Tax Status, Billing Address and Titling Location, sign where indicated
6. Pay Proceeds Letter – sign and date
7. Delivery and Acceptance Certificate – fill in Section 3, sign and date
8. Certificate of Insurance – complete the form and return with the above. Please contact the agent and ask that they provide the certificate of insurance listing Wells Fargo Equipment Finance, Inc. as Loss Payee and Additional Insured. The certificate can either be emailed to me at Diane.L.Kaiser@wellsfargo.com or faxed to me at 877-542-4813
9. Titled Equipment Agreement – complete the middle section, sign where indicated
10. Opinion of Counsel – please have the legal counsel of Burnet County review the documentation and provide an opinion letter printed on their **letterhead**. The letter included in the package can be used as a reference.
11. MSO/Title Copy – please provide a copy of the front and back of the MSO/Title showing the City of Rapid City as the registered owner and Wells Fargo Equipment Finance, Inc. as Lienholder.

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance to my attention. **Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.**

If you have any questions regarding the enclosed, please do not hesitate to contact me at 505-765-5259 directly.

Sincerely,

Diane L. Kaiser
Contract Analyst

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF CITY OF RAPID CITY , AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 370946-404 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Rapid City (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of South Dakota is authorized by the laws of the State of South Dakota to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement (the "Agreement"), and Supplement No. 370946-404 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Equipment Finance, Inc. (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting. with such insertions, omissions and changes as shall be approved by the _____ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____, 20____.

City of Rapid City , as Lessee
By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

Incumbency Certificate



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

I, _____, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of Rapid City, a political subdivision or agency duly organized and existing under the laws of the State of South Dakota that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Master Governmental Lease-Purchase Agreement dated as of October 1, 2014 and any Supplements thereto between such entity and Wells Fargo Equipment Finance, Inc. (Lessor).

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of _____.

SECRETARY/CLERK

Supplement

to Master Governmental Lease-Purchase Agreement

WELLS
FARGO

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

Supplement Number 370946-404 dated as of October 1, 2014 to
Master Governmental Lease-Purchase Agreement
Number 370946 dated as of December 24, 2012

Name and Address of Lessee:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) New 2015 Ford F750 Truck Chassis - VIN 3FRXF7FE4FV567730 with Flatbed Body and VN-60-I Versalift - Serial Number MW140001 together with all attachments and accessories

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

SUMMARY OF PAYMENT TERMS	
Payment term (Months): 60	Finance Amount: \$135,191.00
Payment Frequency: Annual	Total Rent: \$144,648.75
Basic Rental Payment: \$28,929.75	Interest Rate: 3.5%
Number of Payments: 5	Final Purchase Option Price: \$1.00
Advance Payments: First due on signing Lease	

Additional Provisions: Exhibit A is attached hereto pursuant to Section 4 of the Master Lease. The Termination Balance shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: City of Rapid City

By _____

By _____

Title _____

Title _____

Commencement Date

Exhibit A



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

Supplement Number 370946-404 dated as of October 1, 2014 to
Master Governmental Lease-Purchase Agreement Number 370946 dated as of December 24, 2012

Lessee: City of Rapid City

Interest Rate: 3.5%

Per	Date	Payment	Principal	Interest	Termination	
					Balance	
1	10/14	28,929.75	28,929.75	0.00	106,261.25	
2	10/15	28,929.75	25,210.60	3,719.14	81,050.65	
3	10/16	28,929.75	26,092.97	2,836.77	54,957.68	
4	10/17	28,929.75	27,006.23	1,923.52	27,951.45	
5	10/18	28,929.75	27,951.45	978.30	0.00	
=====						
Totals		144,648.74	135,191.00	9,457.74		

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: October 1, 2014

Lessee: City of Rapid City

By

Title

Required Information

WELLS
FARGO

Billing Address, Titling Location, and Equipment Location

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

Contract Number 370946-404 dated as of October 1, 2014

Name and Address of Customer:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Equipment Description: One (1) New 2015 Ford F750 Truck Chassis - VIN 3FRXF7FE4FV567730 with Flatbed Body and VN-60-I Versalift - Serial Number MW140001 together with all attachments and accessories

E-mail Address: Pauline.Sumption@rcgov.org **Documentation Contact Name:** Pauline Sumption

Social Security No./Federal Tax I.D. No. Number on File

Sales/Use Tax: (check one)

Subject to sales and use tax. (**Tax will be charged based on the type of equipment and on the state in which the equipment is located.**); or

Exempt from sales and use tax, for the following reason: _____

(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the equipment is located in a state or locality that requires reporting of the equipment on a personal property tax return, please include the equipment with other property you own.

Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Wells Fargo Equipment Finance, Inc. does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Billing Address: City of Rapid City , 300 Sixth Street, Rapid City, SD 57701

The billing address stated above is correct OR Change the billing address as stated below:

Street _____ City _____
State _____ Zip Code _____

Titling and Equipment Location: 300 Sixth Street, Rapid City, SD 57701

The vehicles will be titled at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in _____; or

The vehicles will be titled at:

Street _____ City _____
State _____ County _____ Zip Code _____

(If vehicles titled in multiple states, attach a list of indicating by VIN which City, State, and County each vehicle will be titled in.)

The vehicle(s) requires registration and/or permitting only (i.e. "off-road", "special equipment", "off-highway", etc.) and is exempt from titling. The Certificate of Origin or existing title is attached or will be forwarded to Wells Fargo Equipment Finance, Inc. immediately upon receipt.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: City of Rapid City

By _____

Title _____

Pay Proceeds



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

In reference to Contract Number 370946-404 dated as of October 1, 2014, Wells Fargo Equipment Finance, Inc. is irrevocably instructed to disburse payment as follows:

Payee	Item	Amount
Wells Fargo Equipment Finance, Inc.	Documentation Fee - deducted from the reimbursement	525.00
	Advance Payment - deducted from the reimbursement	28,929.75
City of Rapid City	Reimbursement	105,736.25
TOTAL FINANCED		\$135,191.00

Dated: _____

City of Rapid City

By _____

Title _____

Delivery and Acceptance Certificate



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

Supplement Number 370946-404 dated as of October 1, 2014 to
Master Governmental Lease-Purchase Agreement
Number 370946 dated as of December 24, 2012

Name and Address of Lessee:

**City of Rapid City
300 Sixth Street
Rapid City, SD 57701**

Equipment Description: One (1) New 2015 Ford F750 Truck Chassis - VIN 3FRXF7FE4FV567730 with Flatbed Body and VN-60-I Versalift - Serial Number MW140001 together with all attachments and accessories

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

4. 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 execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: _____

Lessee: City of Rapid City

By

Title

Insurance

Wells Fargo Equipment Finance, Inc. | 2700 S. Price Rd., 3rd Floor | MAC S3928-034 | Chandler, AZ 85286

★★★**VERIFICATION OF INSURANCE COVERAGE MUST BE OBTAINED PRIOR TO FUNDING/CLOSING**★★★

Contract Number 370946-404 dated as of October 1, 2014

Name and Address of Lessee:

City of Rapid City
300 Sixth Street
Rapid City, SD 57701

Equipment Description: One (1) New 2015 Ford F750 Truck Chassis - VIN 3FRXF7FE4FV567730 with Flatbed Body and VN-60-I Versalift - Serial Number MW140001 together with all attachments and accessories

Equipment Location: 300 Sixth Street, Rapid City, SD 57701

Please complete, sign and return this form along with your lease documents and also contact your agent to have a certificate of insurance faxed to the attention of Diane Kaiser at 505-765-5219 or emailed to diane.i.kaiser@wellsfargo.com. In accordance with the provisions of your lease, insurance coverage is required as follows:

- 1. PHYSICAL DAMAGE INSURANCE** is required against the loss, theft of or damage to the equipment.
 - The minimum amount of coverage required is **\$135,191.00**
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
 - The amount of the deductible must be stated on the certificate of insurance.
- 2. AUTO LIABILITY INSURANCE** is required for bodily injury and property damage.
 - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
- The Physical Damage and Auto policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
- The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.
- The Underwriter/Carrier of the policy must have an AM Best Rating of B+ or higher, and a Financial Class Size of VI or higher.

LESSEE TO COMPLETE THE FOLLOWING:

Physical Damage Insurance

Insurance Company _____ Policy Number _____
Effective Date _____ Expiration Date _____ Limit \$ _____
Agency Name _____ Agent Name _____
Agency Address _____
Phone Number _____ Fax Number _____
Deductible _____

Auto Liability Insurance (if different than Physical Damage Insurance)

Insurance Company _____ Policy Number _____
Effective Date _____ Expiration Date _____ Limit \$ _____
Agency Name _____ Agent Name _____
Agency Address _____
Phone Number _____ Fax Number _____

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: City of Rapid City

By

Title

Titled Equipment Agreement and Acknowledgement



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

Contract Number 370946-404

Name and Address of Customer:

**City of Rapid City
300 Sixth Street
Rapid City, SD 57701**

Equipment Description: One (1) New 2015 Ford F750 Truck Chassis - VIN 3FRXF7FE4FV567730 with Flatbed Body and VN-60-I Versalift - Serial Number MW140001 together with all attachments and accessories

The Equipment must be titled as follows:

Lienholder Name & Address:

**Wells Fargo Equipment Finance, Inc.
733 Marquette Ave., Suite 700
Minneapolis, MN 55402**

Owner Name & Address:

**City of Rapid City
300 Sixth Street
Rapid City, SD 57701**

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

- Customer will personally submit title work to state for processing
- Dealer will submit title work to state for processing
- Titling agency or other third party will submit title work to state for processing

Contact information for Titling Party:

Name _____

Street _____

City _____ State _____ Zip Code _____

Direct Phone Number: _____ Fax Number: _____

Email Address: _____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

**Wells Fargo Equipment Finance, Inc.
Attn: Title Administration Dept.
733 Marquette Ave, Suite 700
Minneapolis, MN 55402**

Customer: City of Rapid City

By

Title

[FORM OF LEGAL OPINION]

October 1, 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 370946-404 thereto dated as of October 1, 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