



SECRETARY/CLERK CERTIFICATE

I, MARIAN SHEPPARD, do hereby certify that:

(i) I am the duly elected, qualified, and acting Clerk of the Board of Supervisors (Clerk, Secretary, etc.) of Gila County, AZ, a AZ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>MICHAEL A. PASTOR</u>	<u>CHAIRMAN, Board of Supervisors</u>	<u>Michael A Pastor</u>
<u>DON E. MCDANIEL, JR</u>	<u>COUNTY MANAGER</u>	<u>Don E McDaniel</u>

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 1074462102-19308 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called regular (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the 6th day of September 2016 by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

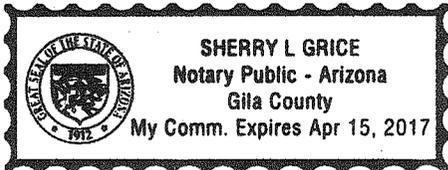
(ix) The Fiscal Period of the Public Entity is from 7-1-16 to 6-30-17.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: *Marion Sheppard*
Name: MARION SHEPPARD
Title: Clerk of the Board
(Clerk or Secretary)
Date: 9-21-16

Subscribed to and sworn before me:



Notary Public: *Sherry L. Grice*
(Name)
Date: 9/21/16

My commission expires: April 15, 2017