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CERTIFICATE OF RESOLUTION #10-2017

I, George P. Hartwick, III DO HEREBY CERTIFY that I am the duly elected and qualified Secretary of COUNTY OF DAUPHIN (company), a (state) corporation, and that, as such, I am authorized to execute this Certificate on behalf of the corporation, and I further certify that:

1. The following is a true and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of the corporation, convened and held in accordance with the law and the By-laws of the corporation on April 5, 2017 at its principal office in PENNSYLVANIA.

WHEREAS, there has been presented to this meeting a form of Lease Agreement between the corporation and DE LAGE LANDEN (Lessor) covering (Equipment Description) SEE ATTACHED SCHEDULE A

NOW, THEREFORE, BE IT RESOLVED, that JEFF HASTE (Lease Signer), the CHAIRMAN (title) of the corporation, is hereby authorized to execute and deliver, in the name and on behalf of the corporation, the Lease Agreement between the corporation and DE LAGE LANDEN (Lessor) and such other documents as may be required and to take such other action which shall be necessary and appropriate pursuant to said Lease Agreement:

FURTHER RESOLVED, that the Secretary of the corporation is hereby authorized to certify and deliver to DE LAGE LANDEN (Lessor) a true copy of the foregoing resolutions.

2. Such resolutions have been entered in the minute book of the corporation, have not been amended, altered or repealed, and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the seal of the corporation this 5 day of April, 2017.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

(CORPORATE SEAL)

SECRETARY SIGNATURE	Signature X <u>George P. Hartwick, III</u>
	Print Name <u>George P. Hartwick, III</u>
	Corporate Charter # _____
	State of Incorporation _____

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OPINION OF COUNSEL LETTER

Date: 03/23/2017

1111 Old Eagle School Road
Wayne, PA 19087

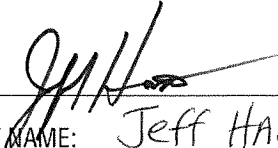
Gentlemen/Ladies:

Reference is made to the Lease Agreement dated 03/23/2017 between De Lage Landen (herein called "Lessor"), and County of Dauphin (herein called "Lessee") for the lease of Copier Equipment (equipment description). Unless otherwise defined herein, terms which are defined or defined by reference in the Lease Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Lessee in connection with the negotiation, execution and delivery of the Lease Agreement, and as such I am able to render a legal opinion as follows:

1. The Lessee is a public body corporate and politic of the State of Pennsylvania and is authorized by the Constitution and laws of the state of Pennsylvania to enter into the transactions contemplated by the Lease Agreement and to carry out its obligations thereunder.
2. The Lease Agreement set forth above has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Lease Agreement and the other related documents will not violate any judgment, order, law or regulation applicable to the 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 the Lessee or the equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Lessee is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the User, threatened against or affecting the Lessee in any court or before and governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Lease Agreement.
6. The equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the state of Pennsylvania.
7. All required public bidding procedures regarding the award of the Lease have been followed by the Lessee.
8. Except as provided in the Lease Agreement, Lessee has no authority (statutory or otherwise) to terminate the Lease Agreement prior to the end of its term for any reason other than nonappropriation of funds to pay the Lease Payments for any fiscal period during the term of the Lease Agreement.

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BY:  _____

PRINT NAME: Jeff Haste

TITLE: Chairman

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>COUNTY OF DAUPHIN</u> DBA Name (If Any) _____
	Billing Address <u>ADMIN BLDG., 2 SOUTH 2ND STREET</u> Phone Number <u>717-780-6337</u>
	City <u>HARRISBURG</u> County <u>DAUPHIN</u> State <u>PA</u> Zip Code <u>17101</u>
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.


In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

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LESSEE SIGNATURE	Signature X <u></u> <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name <u>JEFF HASTE</u>
	Title <u>CHAIRMAN</u> Date <u>4/15/17</u>
	Name of Government Entity <u>COUNTY OF DAUPHIN</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

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