

**CERTIFIED EXTRACT OF MINUTES  
AND RESOLUTION**

This certificate is in connection with Lease/Purchase Supplement No. 002 7000254 dated \_\_\_\_\_, 1995 between First Security Bank of Utah, N.A. ("Seller") and **Daggett County, Utah** ("Buyer") dated as of \_\_\_\_\_, 1995 pursuant to a Master Equipment Lease/Purchase Agreement. Capitalized terms herein shall have the meanings given them therein unless the context requires otherwise.

The undersigned officers of Buyer hereby certify as follows:

a. The following is a true and correct copy of a portion of the minutes and a resolution of the Governing Body of Buyer:

The **Commission of Daggett County, Utah** (the "Governing Body"), pursuant to due notice, met in public session at its regular meeting place at 1:00 o'clock p.M., on January 2, 1996.

A quorum was present, and the meeting was called to order. The minutes of the preceding meeting were read and approved. After the conduct of other business, the following resolution was introduced and discussed:

RESOLUTION NO. 96-1

**A RESOLUTION AUTHORIZING THE EXECUTION AND  
DELIVERY OF AN EQUIPMENT LEASE/PURCHASE  
AGREEMENT WITH FIRST SECURITY BANK OF UTAH, N.A.,  
AND RELATED MATTERS**

Whereas, **Daggett County, Utah** a political subdivision of the State of Utah, is authorized to enter into contracts to acquire personal property in the public interest and desires to acquire certain personal property necessary for it to perform essential governmental functions; and

Whereas, in order to do so, it proposes to enter into that certain Master Equipment Lease/Purchase Agreement and related documents, including one or more Lease/Purchase Supplements and Acceptance Certificates (collectively the "Agreement") with First Security Bank of Utah, N.A. ("Seller"), as presented at this meeting; and

Whereas, the Governing Body deems it in the best interest of this political subdivision and its inhabitants to enter into the Agreement;

Now, therefore, be it and it is hereby resolved as follows:

Section 1. The provisions of all documents which constitute the Agreement are approved in substantially the form presented at this meeting, with such minor changes as may be approved by the authorized officers executing them, the execution thereof being conclusive evidence of such approval. The **Chairman of the Governing Body and the County Clerk** are authorized and directed to sign the Agreement and affix the seal of this political subdivision thereto, and the officers and employees of this political subdivision are authorized and directed to take all action reasonably required to carry out the transactions contemplated by the Agreement.

Section 2. Neither a breach of the Agreement nor anything therein or herein shall be construed as creating a debt within the meaning of any constitutional or statutory limit.

Section 3. The Agreement is designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. If any provision hereof shall be invalid, such invalidity shall not affect any of the remaining provisions. This Resolution shall be effective immediately upon its adoption.

Thereupon, the foregoing resolution was adopted by the following vote:

Aye: James M. Briggs  
Chad L. Reed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nay: \_\_\_\_\_  
\_\_\_\_\_

(Other business not pertinent to the above appears in the minutes of the meeting.)

Upon the conclusion of all business and upon motion duly made and carried, the meeting of the Governing Body was adjourned.

b. If Buyer is a municipality, Buyer's mayor signed the resolution quoted above, and Buyer's recorder attested it and affixed Buyer's seal thereto. If Buyer is a county, the chairman of Buyer's Governing Body signed the resolution quoted above and Buyer's clerk attested it and affixed Buyer's seal thereto, and the chairman of Buyer's Governing Body and Buyer's clerk signed the minutes quoted from above.

c. If the meeting described above was a special meeting, all applicable statutory requirements with respect to special meetings were complied with, including, without limitation, notification of the members of the Governing Body and inclusion of the order calling the special meeting in the minutes of the meeting.

d. The mayor or the chairman of the Governing Body of Buyer presided at the meeting described above.

e. The resolution quoted above is in full force and has not been amended, repealed or superseded. To the best knowledge of Buyer and of the undersigned, no referendum or initiative petition has been filed with respect to the resolution.

f. In accordance with Section 52-4-6, Utah Code Annotated 1953, as amended, public notice of the annual meeting schedule of the Governing Body, specifying the date, time and place of its regular meetings scheduled for this calendar year, was given by posting such notice at Buyer's principal office on January 4, 1995 and providing a copy to **Vernal Express**, a newspaper of general circulation within Buyer's geographic jurisdiction or to local media correspondent, and public notice of the meeting described above was given on December 5, 1995, which was not less than twenty-four (24) hours before the meeting, by posting a notice of the agenda, date, time and place of the meeting at the principal office of the Governing Body and providing a copy of such notice to **Vernal Express**, a newspaper of general circulation within Buyer's geographic jurisdiction, or to a local media correspondent. Upon Seller's request, Buyer shall provide Seller with copies of such notices.

IN WITNESS WHEREOF, the undersigned have subscribed their official signatures and impressed Buyer's official seal this 2nd day of January, 1996.

[SEAL]

X  
Name: Vicky McKee  
Its: Daggett County Clerk  
[Buyer's Clerk]

X *Sharon P. Walters*  
Name: Sharon P. Walters  
Its: Daggett County Commission Chair  
[Chairman of Buyer's Governing Body]