

CERTIFICATE OF INCUMBENCY AND AUTHORITY

Name of Corporation: City of Deadwood, SD
State of Organization: SD
Federal Tax ID Number: 466000091

The undersigned, being an Officer of the Corporation responsible for maintaining the Company's Articles of Incorporation, Bylaws (or equivalent) and other Company records, is familiar with the terms of such Articles, Bylaws (or equivalent) and other records, and hereby certifies to Altec Capital Services, LLC ("ACS" or "You") that all information set forth herein is complete, true and authentic.

The undersigned further certifies that:

1. The Company is in good standing in all jurisdictions in which it is required to be qualified to do business, and that the Company is not scheduled to terminate its existence within ten (10) years of the date hereof.

2. Each member, manager, officer or agent that is named below (each named person hereinafter referred to as an "Authorized Person") has the authority and has been duly authorized and directed on behalf of the Company by (i) a resolution or other appropriate legal action by the Board of Directors, Members, or Manager or (ii) the Company's charter or organizational documents to negotiate, execute and deliver, from time to time, contracts, guaranty's, lease agreements or equipment financing agreements and other similar documents executed or to be executed in connection therewith (the "Transaction Documents"), all to be in such form and contain such terms as the Authorized Person signing the same shall approve, her/his approval to be conclusively evidenced by her/his signature thereon.

3. No further action by the Company or its shareholders is required to authorize the Authorized Persons to take the acts and deeds, to negotiate, execute and deliver the Transaction Documents, and to carry out the terms and intentions contemplated by this Certificate; and the execution, delivery and performance of the Transaction Documents contemplated hereunder and the Transaction Document do not and will not violate any provision of the Articles of Incorporation or Operating Agreement (or equivalent) of the Company or of applicable law or require any additional corporate action or third party consent.

4. From time to time you may receive forms, documents, instruments and information that have been electronically signed and either e-mailed or faxed to you or your designee (collectively, "Electronically Signed Items") relating to lease, loan and/or other financing transactions between you and us. We understand that many of these Electronically Signed Items will result in actions on your part, including, but not limited to, extensions of credit, lease financing or other financial accommodations, or will be relied upon by you in servicing our financing, equipment leasing and other needs. We hereby authorize you and your successors and assigns to act on, or rely on, the Electronically Signed Items if, in your sole opinion, you believe that they come from us.

- We understand that your acting on, or relying on, Electronically Signed Items creates risks for you. As a result, to induce you to accept Electronically Signed Items and to act on them and/or rely on them, we agree to the following terms and conditions:
- Each Electronically Signed Item received by you will be deemed the original of such Electronically Signed Item, and you may, upon receipt of an Electronically Signed Item, act on it and/or rely on it.
- We will ensure that the Electronically Signed Items which you require to be executed are executed by a person or persons duly authorized to contract with you, or to verify for you the information contained in the Electronically Signed Items. We understand that you will not see or be provided with an ink signed document underlying the Electronically Signed Items, and that you may have no means of verifying that (i) the signature or the entries on an Electronically Signed Item are authentic, or (ii) the document underlying an Electronically Signed Item bears an authorized signature. We agree that you will not be required to verify that the signatures or any other entries on the Electronically Signed Items are authentic signatures or entries, and that you will only be required to examine such Electronic Signatures to confirm that on their face they appear to bear the name of the person [one of the persons] identified in Section 11 below. As you are agreeing to receive Electronically Signed Items as an accommodation to us, we accept the risk that an Electronically Signed Item, whether received by you before or after the date of this Agreement, may not in fact contain authentic signatures or entries, and we agree to be bound by any actions taken by you in reliance on any Electronically Signed Items whether or not the Electronically Signed Items were made or sent with or without our authority, knowledge or consent.
- We will, immediately on demand without setoff or counterclaim, reimburse and indemnify you and your affiliates, successors and assigns against, and hold you and your affiliates, successors and assigns harmless from, any damages, losses, liabilities, claims (including, but not limited to, third party claims), obligations, penalties, actions, judgments, suits, costs and/or expenses, of any kind whatsoever and howsoever caused, including, but not limited to, attorneys' fees and/or expenses, paid or suffered or incurred by, or imposed upon, you or your affiliates, successors and assigns directly or indirectly as a result of, or in any way connected with, (i) the Electronically Signed Items, (ii) your treating any Electronically Signed Item as an original of the Electronically Signed Item, or (iii) your enforcement of your rights and privileges under this Agreement. The termination of this Agreement will not terminate your or your affiliates' successors' and assigns' rights under this provision with respect to all Electronically Signed Items sent to you for action or reliance before this Agreement is terminated.
- We understand that you will accept, act on, and rely on Electronically Signed Items as a convenience to us, and that you may at any time notify us that you will no longer accept, act on, or rely on Electronically Signed Items or that this Agreement is terminated.

- We understand that the sending and receiving of Electronically Signed Items may be interrupted by industrial disputes, acts of government, fires, power failures, earthquakes, equipment malfunctions, civil disturbances or other causes or events not within your control.
- We understand that some Electronically Signed Items may constitute electronic documents (including “electronic chattel paper” under the Uniform Commercial Code.) We agree that you or any person to whom you transfer electronic chattel paper or other electronic documents shall have the right to convert the electronic documents at any time into a paper-based document (each, a “Tangible Item”). We agree that with respect to each Tangible Item:
 - the Tangible Item will be an effective, enforceable and valid document governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction named in our master agreement with you as providing governing law, or in the jurisdiction set forth in the Tangible Item itself if different;
 - either your Electronic Signature on the electronic version or your ink signature on Tangible Item when so converted will constitute your signature of the applicable document;
 - We intend that the printed representation of our Electronic Signature on the Tangible Item that results when you convert the electronic document from the system in which the electronic document is stored will be our original signature on the Tangible Item and will serve to indicate our intention to authenticate the Tangible Item;
 - the Tangible Item will be a valid original writing for all legal purposes; and
 - upon conversion of an electronic document to a Tangible Item, our obligations under the agreement represented thereby shall automatically transfer to and be contained in the Tangible Item, and we intend to be bound by such obligations.
- We agree that our obligations under this Agreement are unconditional and continuing whether or not any or all the actions taken or documents issued pursuant to any Electronically Signed Item has expired or otherwise terminated.
- We understand that we may not assign our obligations under this Agreement to any person or entity without your prior written consent.
- This Agreement will be governed by, and be construed in accordance with, the laws of the State of Alabama.
- We agree that until this Agreement is terminated or amended to provide otherwise, and without further reference in any other document, this Agreement will apply to and govern the sending of all Electronically Signed Items to you.

5. All previous acts and deeds by any Authorized Person in carrying out the terms of this Certificate are hereby ratified, approved and confirmed.

6. This Agreement inures to the benefit of Altec Capital Services, LLC and its successor and assigns.

Authorized Persons: EACH PERSON WHO SIGNS THE LEASE, GUARANTY, ANY SUPPLEMENT, DELIVERY AND ACCEPTANCE CERTIFICATE, OR EQUIPMENT FINANCE AGREEMENT SHOULD SIGN BELOW.

Each of the following persons has the title set forth following his/her name and has been duly authorized by the Company to execute, deliver and perform under any agreements with ACS contemplated by this Certificate or any documents related thereto, you are authorized to accept and rely on any Electronically Signed Items that bear the name of the following persons, and the signature set forth opposite each such person’s name is the genuine signature of such person:

Name:	Signature:	Title:
_____ (Name – Type or Print)	_____ (Signature)	_____ (Title – Type or Print)
_____ (Name – Type or Print)	_____ (Signature)	_____ (Title – Type or Print)
_____ (Name – Type or Print)	_____ (Signature)	_____ (Title – Type or Print)

The undersigned officer, who did not sign in the box above, agrees that the Company will notify ACS in writing of any change in Authorized Persons. Unless and until such notice has been received by ACS, ACS shall be entitled to assume that this Certificate remains in full force and effect, and that all persons named herein as Authorized Persons shall continue to have full authority as set forth above.

The undersigned has duly executed this Certificate as of _____,

Signature: _____
 Print Name: _____
 Title: _____