

**EXHIBIT B**  
**INCUMBENCY CERTIFICATE**

I do hereby certify that I am the duly elected or appointed and acting Board Vice President of Saucon Valley School District, a body corporate and politic duly organized and existing under the laws of the Pennsylvania, 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 Equipment Lease/Purchase Agreement No. 10815 dated as of June 28, 2006 (the "Agreement") between Saucon Valley School District and LaSalle Bank National Association and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE	SIGNATURE
Ralph Puerta	Board President	_____
David Bonenberger	Board Secretary	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Saucon Valley School District hereto this 27th day of June, 2006.

[SEAL]

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Ed Inghrim, Board Vice President

**EXHIBIT D**  
**FORM OF AUTHORIZING RESOLUTION**

A RESOLUTION OF THE GOVERNING BODY OF SAUCON VALLEY SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE LEASE SCHEDULES 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, Saucon Valley School District (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 Pennsylvania, is authorized by the laws of the State of Pennsylvania 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 Equipment Lease/Purchase Agreement (the “*Agreement*”) and separate Lease Schedules from time to time as provided in the Agreement with LaSalle Bank National Association (the “*Lessor*”), the form of which has 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 Agreement and the separate Lease Schedules 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 Saucon Valley School District as follows:

*Section 1. Approval of Documents.* The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board Secretary 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 Board President or Board Vice President, or Board Secretary of the Lessee is hereby authorized and directed to execute, and the Board President or Board Vice President, or Board Secretary of the Lessee is hereby authorized and directed to attest and

countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the Board President or Board Vice President, or Board Secretary 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 each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, 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 each Lease Schedule.

*Section 3. No General Liability.* Nothing contained in this Resolution, the Agreement, any Lease Schedule 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, any Lease Schedule 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 each Lease are special limited obligations of the Lessee as provided in such Lease.

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

*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 27th day of June, 2006.

Saucon Valley School District ,  
as lessee

[SEAL]

By: \_\_\_\_\_  
Printed Name: Ralph Puerta  
Title: Board President

ATTEST:

By: \_\_\_\_\_  
Printed Name: David Bonenberger  
Title: Board Secretary

APPROVED as to form:

\_\_\_\_\_  
Attorney