

DELL FINANCIAL SERVICES LEASE PURCHASE OPINION
CERTIFICATE OF REPRESENTATIONS
OF
DAVIS JOINT UNIFIED SCHOOL DISTRICT

On this ____ day of _____, 2016, the undersigned, on behalf of Davis Joint Unified School District ("District"), in connection with the authorization and delivery of that certain Master Lease Agreement No. 6330955 as amended by Amendment No. 1 dated as of March 4, 2010, and associated Lease Purchase Schedule No. 810-6330955-007 dated as of TBD, and related documents (the "Lease"), by and between the District and Dell Financial Services (the "Lessor"), and the proceedings taken by the District to authorize and execute the Lease (the "Proceedings") hereby represents to Atkinson, Andelson, Loya, Ruud & Romo that:

1. The District is a public school district duly organized, existing and operating under the Constitution and Laws of the State of California (the "State").

2. The Lease and the Proceedings have been duly authorized, approved, executed and delivered by and on behalf of the District, and is a valid and binding contract of the District enforceable in accordance with its terms.

3. The authorization, approval and execution of the Lease and all other proceedings of the District, with respect thereto, have been performed in accordance with all applicable open meetings, public records, public bidding and other applicable laws, rules and regulations of the State.

4. To the best of the undersigned's knowledge, there is no litigation, action, suit or proceeding pending or threatened before any court, administrative agency, arbitrator or governmental body that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the property (as defined in the Lease).

IN WITNESS WHEREOF, I have executed this Certificate on the date set forth above.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Title: _____