

PUBLIC ENTITY'S CLOSING CERTIFICATE

We, the undersigned, duly authorized officers of **LEE'S SUMMIT MUNICIPAL AIRPORT**, (the "Public Entity"), hereby certify in connection with its application for participation in the Energy Loan Program (the "Program") and its execution of a Loan Agreement (the "Loan Agreement") with the Missouri Department of Economic Development-Division of Energy ("DED-DE"), as follows:

1. Organization and Authority. The Public Entity is a legally constituted city duly organized and existing under the laws of the State of Missouri. The Public Entity has adopted a resolution (the "Resolution"), which is attached hereto as Exhibit A, approving its participation in the Program and the execution of Program Documents, as defined in the Resolution. The Public Entity has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Resolution and any and all other agreements relating thereto. The Public Entity has full legal right and authority and all necessary licenses and permits required as of the date hereof to undertake and complete the Project, as defined in the Resolution, and to own, operate and maintain the Project, to carry on its activities relating thereto, to finance the Project as herein provided, to undertake the repayment of the Loan (as defined in the Loan Agreement) as set forth herein, to execute and deliver the Program Documents including a Promissory Note as described in the Loan Agreement and to carry out its agreements thereunder.

2. Meetings. The meeting of the Public Entity at which the Resolution was passed was a regular meeting, or a meeting held pursuant to regular adjournment at the next preceding meeting, or a special meeting called and held. All such meetings were open to the public and a quorum was present and acting throughout, and proper notice was given in the manner required by law, including Chapter 610, Revised Statutes of Missouri.

3. Non-Litigation. There is no litigation, suit or other proceedings pending or, to the knowledge of the Public Entity, threatened against or affecting the Public Entity, in any court or before any governmental authority or arbitration board or tribunal (i) contesting, disputing or affecting in any way the legal organization of the Public Entity or its boundaries, the right or title to any of its officers to their respective offices, the legality of any of its official acts in connection with authorizing the Project or the execution of the Program Documents, or (ii) that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Public Entity, or the ability of the Public Entity to make all payments under the Loan and otherwise observe and perform its duties, covenants, obligations and agreements under the Loan Agreement, that have not been disclosed in writing to DED-DE in the Public Entity's application for participation in the Program or otherwise.

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4. Execution of Documents. The Loan Agreement has been duly authorized, executed and delivered on behalf of the Public Entity, pursuant to and in full compliance with the Resolution, and constitutes the legal, valid and binding obligation of the Public Entity enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to exercise of judicial discretion in accordance with general principles of equity. Capitalized terms contained in this Public Entity's Closing Certificate and not defined herein shall have the meanings assigned to them in the Loan Agreement or the Resolution.

5. Full Disclosure. To the best knowledge of the Public Entity, after due investigation, there is no fact that the Public Entity has not disclosed to DED-DE or the Authority in writing for participation in the Program, or otherwise, that materially adversely affects or that will materially adversely affect the properties or activities of the Public Entity, (including completion of the Project) or the ability of the Public Entity to make all payments (but solely in the manner and subject to the limitations set forth in the Promissory Note) and otherwise observe and perform its duties, covenants, obligations and agreements under the Loan Agreement and the Promissory Note. All facts and representations contained in the Public Entity's application for the Loan remain true and correct in all material respects on the date hereof.

6. Compliance with Existing Laws and Agreements. The agreements of the Public Entity in the Loan Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Public Entity or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

7. No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an event of default under the Loan Agreement. To the best knowledge of the Public Entity, after due investigation, the Public Entity is not in violation of any agreement which would materially adversely affect the ability of the Public Entity to make all Loan Repayments or otherwise to observe and perform its agreements under the Loan Agreement.

8. Governmental Consent. To the best of its knowledge, the Public Entity has made all filings in its behalf which the Public Entity is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project. To the best of its knowledge, the Public Entity has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with the Loan Agreement or with the undertaking, completion or financing of the Project.

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9. Appropriation of Payments for Original Term. The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Loan Repayments scheduled to come due during the current fiscal year and to meet its other obligations for the current fiscal year, and such funds have not been expended for other purposes.

10. Performance Under Loan Agreement. The Public Entity has represented to DED-DE that, upon completion of the Project, the Public Entity expects to realize sufficient energy savings to pay the Loan Repayments. The Public Entity will make the Loan Repayments only from energy savings resulting from installation or construction of the Project. The Public Entity covenants and agrees to comply with all applicable State and federal laws, rules and regulations in the installation or construction of the Project, the performance of the Loan Agreement and repayment of the Loan and to cooperate with DED-DE in the timely observance and performance of the respective agreements of the Public Entity and DED-DE under the Loan Agreement.

11. Completion. The Public Entity agrees to provide from its own financial resources all moneys in excess of the amount available under the Loan Agreement required to complete the Project.

12. Inspections; Information. The Public Entity shall permit the Trustee, DED-DE and any party designated by DED-DE to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply the reports and information as the Trustee and DED-DE may reasonably require in that connection.

13. Continuing Disclosure. Upon notification by the Authority that the Public Entity has Project Costs that equal or exceed ten percent (10%) of the aggregate principal amount of Project Costs Loans outstanding for all Borrowers under the Program, the Public Entity agrees to provide continuing disclosure of information required by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934 as the same may be amended from time to time.

14. Notice of Material Adverse Change. The Public Entity shall promptly notify DED-DE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Project, or in the ability of the Public Entity to make the Loan Repayments and otherwise observe and perform its agreements under the Loan Agreement.

15. Continuing Representations. The representations of the Public Entity contained herein shall be true at the time of the execution of the Loan Agreement and the covenants and warranties contained herein shall be true at the time of execution of the Loan Agreement and at all times during the term of the Loan Agreement.

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WITNESS our hands and the seal of the Public Entity as of the _____ day of _____, 20__.

**LEE'S SUMMIT MUNICIPAL
AIRPORT**

By: _____
Title: _____
Authorized Official

ATTEST:

By: _____
Title: Secretary/Clerk