

CITY'S CLOSING CERTIFICATE

STATE OF ARKANSAS)
)
COUNTY OF CRAIGHEAD)

We, Doug Formon, Mayor, and Donna K. Jackson, City Clerk, of the City of Jonesboro, Arkansas (the "City") hereby certify:

1. That we have executed and delivered (i) the Arkansas Master Lease and Option Agreement dated as of April 21, 2006, between the City and Banc of America Leasing & Capital, LLC (the "Lease Agreement"), together with Schedule of Property No. 2 thereto, dated March 27, 2007, containing an acquisition amount of \$1,400,000 ("Schedule 2"), and (ii) the Acquisition Fund and Account Control Agreement dated March 27, 2007, among the City, Banc of America Leasing & Capital, LLC, and Bank of America, N.A. (the "Escrow Agreement"). The Lease Agreement, Schedule 2, the Escrow Agreement and all other documents and certificates executed and delivered by the City in connection with the obligations described in the Lease Agreement are hereinafter collectively referred to as the "City Documents."

2. That we are the duly chosen, qualified and acting Mayor and City Clerk of the City, and are duly authorized to execute the Note.

3. That no petition or petitions to refer to the people under Amendment No. 7 to the Constitution of the State of Arkansas, Ordinance No. 3617 of the City adopted February 21, 2006 (the "Authorizing Ordinance"), or any other ordinance or resolution of the City Council of the City relating to the City Documents have been filed; that neither the corporate existence nor the boundaries of the City nor the title of the present officers to their respective offices are being contested; and that no authority or proceedings relating to the execution, delivery or performance of the City Documents have been repealed, revoked or rescinded.

4. That the corporate seal of the City is affixed hereto and is impressed on the Lease Agreement.

5. That the execution and delivery of the City Documents do not and will not, in any material respect, conflict with or constitute, on the part of the City, a breach of or default under, any indenture, deed of trust or other instrument of which we have knowledge, to which the City is a party.

6. That there is no action, suit, proceeding or investigation involving the City before or by any court or public board or body pending or, to the knowledge of the City, threatened wherein an unfavorable decision, ruling, or finding would: (a) affect the creation, organization, existence or powers of the City or the titles of the present officers to their respective offices, (b) enjoin or restrain the execution, delivery or performance of the City Documents, (c) in any way question or affect any of the rights, powers, duties, or obligations of the City with respect to the City Documents, (d) question or affect any authority for the execution, delivery or performance of the City Documents or the validity or enforceability of the City Documents or the Authorizing Ordinance, or (e) affect or impair the security for the obligations described in the City Documents.

7. That the Equipment (as defined in the Lease Agreement) will have a useful life of more than five (5) years and the principal amount of the obligations described in the Lease

Agreement does not exceed five percent (5.0%) of the assessed value of the taxable property located within the City as determined by the last tax assessment.

8. That the obligations described in the Lease Agreement bear interest at a rate not exceeding the current formula rate for such obligations under Amendment 78 to the Arkansas Constitution.

9. That pursuant to the Authorizing Ordinance, the Mayor has determined, based upon the bids received from financial institutions located in the City, the bid of Banc of America Leasing & Capital LLC (the "Purchaser") was the bid having the lowest interest cost to the City.

10. That the City will provide to the Purchaser within 365 days after the end of each fiscal year while the Lease Agreement is outstanding, a copy of the audited financial statement prepared by the State Auditor.

CERTIFIED as of this 27th day of March, 2007.

(SEAL)