

## Attachment #2

### EXHIBIT B TO MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT FORM OF MUNICIPAL CERTIFICATE

#### MUNICIPAL CERTIFICATE

Re: Schedule No. 002, 003, 004, 005 to Master State and Municipal Lease/Purchase Agreement dated as of September 6, 2007, between CitiCapital Municipal Finance, as Lessor, and City of Lompoc, as Lessee.

I, the undersigned, the duly appointed, qualified and acting City Clerk (**Clerk or Secretary**) of the above-captioned Lessee do hereby certify this \_\_\_ day of \_\_\_\_\_, 2010, as follows:

(1) Lessee did, at a regular (**regular or special**) meeting of the governing body of the Lessee held \_\_\_\_\_, 2010, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Schedule No. 001 (the "Schedule") and the related escrow agreement, if any, on its behalf by the following named representative of Lessee:

**(PERSON SIGNING DOCUMENTS SIGNS HERE:)**

**\*\***

<u>Michael A. Siminski</u>	<u>Mayor</u>	_____
Printed Name	Title	Signature

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) At the meeting described in (1) above, the representative of Lessee named in (1) above and the officers or employees of Lessee from time to time holding the offices or titles set forth below were designated as Authorized Lessee Representatives for the Schedule (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

**(ADDITIONAL SIGNERS FOR ESCROW DISBURSEMENTS – CANNOT BE SAME SIGNER AS ON PAGE B-2)**

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>City Administrator</u>	<u>Laurel Barcelona</u>	_____
<u>Management Service Director</u>	<u>Brad Wilkie</u>	_____
<u>Utility Accountant</u>	<u>Robert R. Cross</u>	_____

(4) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above-referenced Master State and Municipal Lease/Purchase Agreement) exists at the date hereof.

(6) All insurance required in accordance with the above-referenced Master State and Municipal Lease/Purchase Agreement is currently maintained by the Lessee.

\_\_\_\_\_  
**\*\* This signature line to be signed by person authorized by the governing body to execute the Schedule and the escrow agreement, if any, on behalf of Lessee.**

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(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Initial Term and to meet its other obligations for the Initial Term (as such terms are defined in the above-referenced Master State and Municipal Lease/Purchase Agreement), and such funds have not been expended for other purposes.

*[If Lessee is located in Georgia, the following paragraph (7) shall apply in lieu of the foregoing paragraph (7).]*

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current calendar year to make the Rental Payments scheduled to come due during the Initial Term and to meet its other obligations for the Initial Term (as such terms are defined in the above-referenced Master State and Municipal Lease/Purchase Agreement), and such funds have not been expended for other purposes.

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(8) The fiscal year of Lessee is from July 1 to June 30.

(9) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the Schedule or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(10) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

**IN WITNESS WHEREOF**, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

(SEAL)

\_\_\_\_\_  
Signature of *Secretary/Clerk*

\_\_\_\_\_  
Printed or typewritten title and name

Subscribed and affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 2010.

Signed: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NOTARY SEAL)

Notary Certificate: \_\_\_\_\_