

\$6,660,000
City of La Crosse, Wisconsin
Industrial Development Revenue Bonds, Series 2017
(DuraTech Industries, Inc. Project)

BORROWER'S CLOSING CERTIFICATE

The undersigned hereby certify, represent and warrant that they are the President of DuraTech Industries, Inc., a Wisconsin corporation ("DuraTech") and the Managing Member of Pretasky Enterprises, LLC, as the sole member of Commercial Properties Partners, LLC, a Wisconsin limited liability company ("CPP" and individually and collectively with DuraTech, the "Borrower"), and as such are familiar with the Borrower's affairs, properties and records and in particular with the financing to which this Certificate relates.

Reference is made to the Bond Agreement dated as of April 1, 2017 (the "Bond Agreement") by and among the City of La Crosse, Wisconsin (the "Issuer"), the Borrower, BMO Harris Bank N.A., as original purchaser (the "Original Purchaser"), and BMO Harris Bank N.A., as trustee (the "Trustee"), relating to the issue of bonds designated above (the "Bonds").

As an inducement for the issuance, sale and purchase on the date hereof of the Bonds and for the execution, delivery and acceptance of delivery of the Borrower Documents (as defined below) and the Bond Agreement; and, further, as an inducement for the Issuer to carry out the terms and provisions of the "FINAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR DURATECH INDUSTRIES, INC. PROJECT" dated March 9, 2017, the undersigned, on behalf of the Borrower, hereby certify, represent and warrant to the Issuer, the Trustee, the Original Purchaser, the attorneys for any of the aforementioned, and the purchasers and Bondowners from time to time of the Bonds, as follows:

1. Each of the following documents relating to the Bonds (collectively referred to in this Certificate as the "Borrower Documents") has been executed and delivered by the Borrower pursuant to the authority granted in the resolutions of DuraTech attached hereto as Exhibit A-1 and resolutions of CPP attached hereto as Exhibit A-2, which resolutions have not been revoked or amended:

- (a) Bond Agreement;
- (b) Promissory Note dated April 7, 2017 issued by the Borrower payable to the order of the Issuer in the principal amount of \$6,660,000, and assigned by the Issuer to the Trustee;
- (c) Credit Agreement dated April 7, 2017 (the "Credit Agreement") by and between the Borrower and the Original Purchaser;
- (d) Construction Loan Agreement dated April 7, 2017 by and between the Borrower and the Original Purchaser;

(e) Construction Mortgage, Security Agreement and Financing Statement dated April 7, 2017 (the "Mortgage") from CPP in favor of the Original Purchaser;

(f) Security Agreement dated April 7, 2017 from the Borrower in favor of the Original Purchaser and the Trustee;

(g) Environmental Indemnity Agreement dated April 7, 2017 from the Borrower to Trustee and the Original Purchaser;

(h) Disbursing Agreement dated April 7, 2017 by and among the Borrower, the Original Purchaser, and First American Title Insurance Company;

(i) Assignment of Contracts, Agreements, Permits and Plans dated April 7, 2017 by CPP in favor of the Original Purchaser;

(j) Assignment of Leases and Rents dated April 7, 2017 by CPP in favor of the Original Purchaser; and

(k) Such other documents as the Original Purchaser shall require.

2. DuraTech is a corporation duly organized and validly existing under the laws of the State of Wisconsin and is qualified to do business in each jurisdiction in which its ownership of property or conduct of business requires such qualification. CPP is a limited liability company duly organized and validly existing under the laws of the State of Wisconsin and is qualified to do business in each jurisdiction in which its ownership of property or conduct of business requires such qualification.

3. Attached hereto as Exhibit B-1 and Exhibit B-2 are true and correct copies of the Articles of Incorporation and Bylaws of DuraTech, respectively, as in effect on the date hereof. Attached hereto as Exhibit C-1 and Exhibit C-2 are true and correct copies of the Articles of Organization and Operating Agreement of CPP, respectively, as in effect on the date hereof.

4. Each Borrower has full right, power and authority to enter into, execute and deliver the Borrower Documents to which it is a party and to perform its obligations thereunder.

5. The execution, delivery, and performance by each Borrower of the Borrower Documents that it is a party to have been authorized by all necessary action on the part of each Borrower.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Borrower for the valid and lawful authorization, execution and delivery of the Borrower Documents and the assumption by the Borrower of the obligations represented thereby.

7. The Borrower is familiar with and has reviewed the Borrower Documents, including without limitation, the Bond Agreement. The form, terms and provisions of the Bond Agreement

and the maturities, interest rates, redemption provisions and other terms of the Bonds as set forth in the Bond Agreement are hereby in all respects approved.

8. The execution and delivery of the Borrower Documents, and compliance by the Borrower with the provisions of each Borrower Document, will not result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation and Bylaws or Operating Agreement of the respective Borrower, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower contrary to any indenture, credit agreement, mortgage or other instrument to which the Borrower is a party or by which the Borrower or any of its properties are or may be bound.

9. There is not pending any action, suit, proceeding, inquiry or investigation, at law or in equity or before or by any court, public board or regulatory agency, against or affecting the Borrower (nor, to the best knowledge or belief of the undersigned, is any such threatened or is there any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect (i) the Borrower's powers or existence, or the validity or enforceability of the Bonds, the Bond Agreement or the Borrower Documents, or which might result in any material adverse change in the business, condition (financial or otherwise) or operations of the Borrower, or (ii) which might adversely affect the Borrower's ability to perform its obligations under the Borrower Documents, or (iii) which would adversely affect the federal tax-exempt status of the interest on the Bonds.

10. The Borrower Documents have been duly executed and delivered on behalf of the Borrower by an authorized representative of each Borrower, and the Borrower Documents constitute legal, valid and binding obligations of the Borrower in accordance with their terms.

11. The representations made by the Borrower in the Borrower Documents are true, accurate and complete on the date hereof and each Borrower has duly performed all of its obligations to be performed thereunder at or prior to the date hereof.

12. The person named on Exhibit D-1 and Exhibit D-2 attached hereto is authorized to execute the Borrower Documents on behalf of the respective Borrower.

13. CPP is the lawful title owner of the mortgaged property, subject to no liens, encumbrances or adverse interests except as represented by the Credit Agreement.

14. There are in force no Uniform Commercial Code security interests conflicting with the security interest created by the Mortgage in the mortgaged property, and the Borrower has not granted any liens or security interest affecting the mortgaged property except pursuant to the Mortgage or permitted in the Credit Agreement.

15. The Borrower has in force or has obtained binders for insurance in full compliance with the provisions of the Credit Agreement.

16. As of the date of this Certificate, the Borrower has obtained and there are in effect all necessary approvals, whether legal or administrative, from all applicable federal, state or local entities or agencies required, as of the date hereof, for the purchase, construction, equipping and operation of the Project.

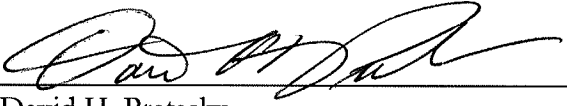
17. The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and no event has occurred and is continuing under the provisions of any such instrument or agreement which, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

[SIGNATURE PAGE TO FOLLOW]

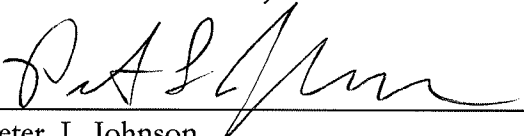
Dated: April 7, 2017

COMMERCIAL PROPERTIES PARTNERS, LLC

By: Pretasky Enterprises, LLC, its Sole Member

By: 
Name: David H. Pretasky
Title: Managing Member

DURATECH INDUSTRIES, INC.

By: 
Name: Peter L. Johnson
Title: President

EXHIBITS

Exhibit A-1 – Resolutions of DuraTech appears at Tab #22 of this transcript

Exhibit A-2 – Resolutions of CPP appears at Tab #18 of this transcript

Exhibit B-1 – Articles of Incorporation of DuraTech appears at Tab #20 of this transcript

Exhibit B-2 – Bylaws of DuraTech appears at Tab #21 of this transcript

Exhibit C-1 – Articles of Organization of CPP appears at Tab #16 of this transcript

Exhibit C-2 – Operating Agreement of CPP appears at Tab #17 of this transcript

Exhibit D-1 – Incumbency Certificate of DuraTech (See attached)

Exhibit D-2 – Incumbency Certificate of CPP (See attached)

EXHIBIT D-1

**INCUMBENCY CERTIFICATE
OF DURATECH INDUSTRIES, INC.**

The undersigned hereby certifies that he/she is the VP Finance of DuraTech Industries, Inc., a Wisconsin corporation (the "Company"), and hereby further certifies that the person named below is the President of the Company, and the signature set forth opposite the name and title of such person is his genuine signature.

<u>Name</u>	<u>Title/Position</u>	<u>Signature</u>
Peter L. Johnson	President	 _____

Dated: April 7, 2017

DURATECH INDUSTRIES, INC.

By: Judy L. Wedeking
Name: Judy L. Wedeking
Title: VP Finance

EXHIBIT D-2

**INCUMBENCY CERTIFICATE
OF COMMERCIAL PROPERTIES PARTNERS, LLC**

The undersigned hereby certifies that he is the Managing Member of Pretasky Enterprises, I.J.C, a North Carolina limited liability company, which is the sole member of Commercial Properties Partners, LLC, a Wisconsin limited liability company, and hereby further certifies that the signature set forth below is his genuine signature.

Name

Title/Position

Signature

David H. Pretasky

Managing Member of
Pretasky Enterprises, LLC,
as Sole Member of
Commercial Properties
Partners, LLC



Dated: April 7, 2017

COMMERCIAL PROPERTIES PARTNERS, LLC

By: Pretasky Enterprises, LLC, its Sole Member

By: _____

Name: David H. Pretasky

Title: Managing Member