
PERFORMANCE AGREEMENT

Dated as of April 2, 2018

BETWEEN THE

CITY OF LAWRENCE, KANSAS

AND

PLASTIKON HEALTHCARE, LLC

Prepared By:

Gilmore & Bell, P.C.
Kansas City, Missouri

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of April 2, 2018 (the “**Agreement**”), between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**City**”), and **PLASTIKON HEALTHCARE, LLC**, a Kansas limited liability company (the “**Company**”);

WITNESSETH:

WHEREAS, the City is empowered by Article 11, Section 13 of the Kansas Constitution, as amended, to grant property tax exemptions to certain property;

WHEREAS, the Company has requested that the City exempt from taxation certain property in conjunction with the Project;

WHEREAS, the Company’s request meets the City’s criteria for granting economic incentives and property tax abatement;

WHEREAS, pursuant to Resolution No. 7233, the City has made the findings of fact required by K.S.A. 79-251; and

WHEREAS, after conducting a public hearing pursuant to published notice as required by law, the City has determined that the Project will be used exclusively for a permissible purpose described in Article 11, Section 13 of the Kansas Constitution and has passed the Ordinance granting tax exemption to the Project;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Agreement**” means this Performance Agreement dated as of April 2, 2018, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Application**” means the application filed with the City by the Company in connection with the request for property tax exemption, a copy of which is attached hereto as **Exhibit A**.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**City**” means the City of Lawrence, Kansas.

“**Company**” means Plastikon Healthcare, LLC, a Kansas limited liability company and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means the ten calendar years following completion of the Project, inclusive.

“**Exempt Property**” means all Property that is exempt from taxation pursuant to Article 11, Section 13 of the Kansas Constitution, the Ordinance, and all other related proceedings.

“**Ordinance**” means Ordinance No. 9430 of the City.

“**Policy**” means the City’s Economic Development Policy dated January 15, 2017.

“**Property**” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“**Project**” means the project described in the Application, all located within the municipal boundaries of the City at 3780 Greenway Circle, Lawrence, Douglas County, Kansas.

“**Project Site**” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“**Tax Payment**” means a payment of ad valorem property taxes during the Exempt Period in an amount equal to the amount set forth in **Section 2.2** hereof.

ARTICLE II

EXEMPTION; TAX PAYMENTS

Section 2.1 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Project is Exempt Property, the Company will make Tax Payments to the City (or, if the City shall direct, to the County Treasurer).

Section 2.2. Amount of Tax Payment. Each Tax Payment shall be equal to the following amount for each year commencing in the first calendar year following completion of the Project:

Year	*Tax Payment
1(2019)	50% / 30%
2	50% / 30%
3	50% / 30%
4	50% / 30%
5	50% / 30%
6	50% / 30%
7	50% / 30%
8	50% / 30%
9	50% / 30%
10	50% / 30%

* The annual Tax Payment will be 50% of the ad valorem taxes unless the Project is constructed to LEED Silver equivalent or higher, in which case the annual Tax Payment will be 30% of the ad valorem taxes.

Section 2.3. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement, shall terminate on the earlier of December 31, 2028 or the date of the final Tax Payment.

Section 2.4. No Abatement of Special Assessments. The City and the Company hereby agree that any tax abatement with respect to the Project shall not apply to special assessments.

Section 2.5. Obligation of City to Effect Tax Abatement. The City agrees to use its best efforts to cause the Project to be Exempt Property, and agrees to make all filings required by the Douglas County Board of County Commissioners or the Board of Tax Appeals; provided, however, the City shall not be liable for any failure of the Board of Tax Appeals to effect the exemption. The City covenants that it will not knowingly take any action that the City has knowledge may cause the Project to no longer be Exempt Property. In the event the Project is determined to no longer be Exempt Property, the City shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the City the costs that the City incurs (including reasonable legal fees and expenses) in cooperating with the Company in the manner required by this Section. If for any reason the Project shall not be Exempt Property during the term of this Agreement, then during such time period the Company shall not be required to make Tax Payments and the Company shall pay when due all ad valorem property taxes for the Project.

Section 2.6. Compliance. Beginning on the January 15th in the first year of the Exempt Period and continuing on each January 15th during the Exempt Period, and at any other time upon the request of the City, the Company shall provide a signed and notarized affidavit to the City in substantially the form attached as **Exhibit D** containing (i) a list containing a brief description and the amount of all costs of the Project, (ii) the total costs of the Project, all in such reasonable detail as the City shall reasonably request, and (iii) a certification that the Company is in compliance with this Agreement, applicable state law, applicable local law, and any and all conditions placed on the initial award of the exemption, including that the Company is not delinquent on taxes or other obligations owed to the City or another governmental entity.

Section 2.7. Classification; Limitation on Company's Right to Protest. If the Project Site is not currently classified as commercial, the Company acknowledges that the county appraiser may reclassify the Project Site to commercial as a result of the Project. During the term of this Agreement, the Company agrees that it will not, without the written consent of the City, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.8. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.9. Tax Abatement Order. The City and the Company acknowledge that, prior to the Project being determined to be Exempt Property, the City must obtain on behalf of the Company an order from the Board of Tax Appeals approving tax abatement on the Project for the Exempt Period.

Section 2.10. Projected Construction Schedule. The Company expects to commence and to substantially complete construction of the Project as in accordance with the schedule set forth on **Exhibit C**. Failure of the Company to actually commence or complete construction of the Project in accordance with the schedule set forth on **Exhibit C** shall not constitute a breach or default under this Agreement.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, the Policy and **Section 3.2**.

Section 3.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.3. Construction. The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. In the event the Project is constructed in a manner that the City determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the City reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.4. Payment of Fees and Reimbursement or Payment of Costs.

(a) The City hereby waives its property tax abatement application fee typically charged under the Policy in connection with the Project. No City fees pertaining to this Agreement shall be imposed upon the Company, except in instances in which the Company requests any modification to this Agreement or the documents related thereto.

(b) The Company agrees to promptly reimburse the City, upon receipt by the Company of an invoice from the City, for any amounts that the City pays to any other party as a result of the City pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals, legal notice publication expenses, and the costs and expenses of the City's legal counsel. The Company agrees that the City may, in lieu of seeking reimbursement from the Company, forward any invoice received by the City to the Company, which invoice is for a cost which the City could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the City with evidence of such payment.

Section 3.5. Abatement of Property. The City has agreed to grant the Company exemption from a portion of the property taxes on the Project Site (described on **Exhibit B** hereto) and personal property associated with the Project located thereon, subject to the Tax Payments and the terms hereof. The Company acknowledges that the exemption may last no longer than ten (10) years, commencing in the first year following completion of the Project.

The Company understands that real and personal property will be exempt only so long as the Company complies with Article 11, Section 13 of the Kansas Constitution (including operating the Project Site for the purposes listed therein), the terms of this Agreement and the Policy, and all other applicable law.

Company hereby represents that the Project is not included within the list of prohibited purposes listed in K.S.A. 79-250 and agrees that during the Exempt Period, the Project Site will not be used for any such purposes. Company understands that if the Project Site is used for a prohibited purpose, that property will not be subject to property tax abatement under Kansas law.

Section 3.6. Tax Deficiencies. The Company hereby represents that it has no delinquent special assessments, ad valorem taxes, or federal or state tax liens, and is current on any and all obligations owed to the City, if any.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated without the express written consent of the City. The Company shall obtain from the City written consent before transferring majority ownership of the Project Site, unless such transfer is to an affiliate or related entity. Notwithstanding the foregoing, in the event the Project is subject to a foreclosure action in which a lender of Company assumes ownership of the Project, the City hereby consents to the assignment of this Agreement to such lender, or such lender's designee, upon written notice of such party assuming ownership of the Project.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder; or
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein or the Application shall prove to be materially false or erroneous.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given sixty (60) days (or such longer period as the City and the Company may agree), following written notice by the City to the Company of the occurrence of such Event of Default, to cure such Event of Default. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Project were not Exempt Property,

and (iv) the amount of any costs and attorneys' fees incurred by the City as a result of such Event of Default and in enforcing this Agreement. In no event will the Company be required to pay more in any year than the amount of ad valorem taxes which would otherwise be due if the Project were not exempt property. No additional Tax Payments shall be payable retroactively to any years prior to the year in which an Event of Default occurs, except those which are due but unpaid.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, Tax Payments not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The City reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the City but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the City with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the City entering into this Agreement, the Company waives any claim it may have against the City as a result of the City granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the City modify this Agreement because the City plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section, the City shall have the right to immediately terminate this Agreement and require that the Company pay to the City the amounts specified in **clauses (i) through (iv) of Section 5.2.**

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. At the request of either party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.

Section 6.5. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given (i) three days after being mailed by registered or certified mail, postage prepaid, or (ii) one day after being sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Lawrence, Kansas
City Hall
6 E. Sixth Street
Lawrence, Kansas 66044
Attention: City Clerk

(b) To the Company

Plastikon Healthcare, LLC
3780 Greenway Circle
Lawrence, Kansas 66046
Attention: General Manager

With a copy to:

Barber Emerson, L.C.
1211 Massachusetts Street
Lawrence, Kansas 66044
Attention: Matthew S. Gough

The City and the Company may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent. Any notice may be given by the attorney for such party.

Section 6.6. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.7. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and deliver and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF LAWRENCE, KANSAS

(SEAL)

By: _____
Stuart Boley, Mayor

ATTEST:

By: _____
Sherri Riedemann, City Clerk

PLASTIKON HEALTHCARE, LLC
a Kansas limited liability company

By: Sandy Dixon
Name: [Signature]
Title: General Manager

EXHIBIT A

APPLICATION

3780 Greenway Circle
Lawrence, KS 66046
Telephone (785) 330-7100
Fax (785) 749-1693

November 30, 2017

Britt Crum-Cano
City of Lawrence, Kansas
City Manager's Office, Economic Development Coordinator
6 East 6th Street, Lawrence, KS 66044

Dear Ms. Crum-Cano:

Plastikon Healthcare, LLC, a contract manufacturing specializing in medical device products and located at 3780 Greenway Drive, Lawrence, Kansas, 66046, is requesting the City's economic assistance for our contemplated business expansion project.

In operation in Lawrence since 2011, Plastikon is a pioneer and innovator in producing high-value products serving the pharmaceutical and other medical device markets. The company has continued to experience increased demand from existing and new customers. In response, the company is exploring further investment in the business with a new 50,000 square foot expansion that will also add new, high paying jobs.

With this letter, Plastikon Healthcare, LLC, is formally requesting economic assistance of the City to support our proposed investment in the business. We anticipate further investments in the coming years to meet the ever increasing demand for our products and services.

Thank you in advance for your support and assistance with this and future projects. Should you need additional information please do not hesitate to contact me.

Sincerely,

Sandy Dixon

Sandy Dixon, General Manager,
Plastikon Healthcare, LLC

Application for Catalyst Program
Lawrence VenturePark or East Hills Business Center
City of Lawrence Development Assistance

Economic development assistance is available for building projects within Lawrence VenturePark and the East Hills Business Center. To apply, please fill out and submit completed application to:

City of Lawrence, Kansas
City Manager's Office, Economic Development Coordinator
6 East 6th Street, Lawrence, KS 66044
bcano@lawrenceks.org

Applicant Information	
Name:	Sandy Dixon
Title:	General Manager
Company/Organization:	Plastikon Healthcare, LLC
Address 1:	3780 Greenway Cir., Lawrence, KS 66046
Address 2:	
Phone:	785-330-7109
Email:	sdixon@plastikon.com
Fax:	785-749-1693

Project Information	
Building Location (specify park name and Lot(s): East Hills Business Park, Lot	
Construction Type	
New Construction, Free-Standing Building:	<input type="checkbox"/>
New Construction, Expansion of Existing Building:	<input checked="" type="checkbox"/>
	Size (sf)
	50,000 sf
If Expansion, Address of Existing Building: 3780 Greenway Cir, Lawrence KS 66046	
Estimated Construction Start: January 2018	
Estimated Construction End: December 2018	
Project to be Built to LEED Equivalent Level	
Certified: No	
Silver: Yes	
Gold: As feasible in design	
Platinum: As feasible in design	

Is Applicant a taxable entity? Yes
Will project be taxable? Yes
Applicant is current on all property tax, special assessments, or any obligations to the City of Lawrence? (Y/N) Y
If not, please explain:

Marketing Expertise

Please provide details on how the project will be marketed:

Plastikon is a CMO (contract manufacturing organization) specializing in plastic bottle production, formulation of liquid med device and pharmaceuticals, and final packaging of products. Plastikon needs to expand the facility located at 3780 Greenway Circle to accommodate an aseptic Injection Molding technology suite and space for a future large volume sterile pharmaceutical suite. The initial project activity will increase staffing by a minimum of 13 jobs by end of year 2018.

The initial project construction will be executed in 2-phases. Phase 1 includes construction of a 50,000 ft² addition to the existing facility with an initial investment of approximately \$3.2 million in building materials and labor. Phase II will include an additional investment of approximately \$1 million for the interior build-out of the aseptic Injection Molding technology suite required for the the additional clean room, utilities upgrades, and other infrastructure. Completion of Phase 1 and Phase 2 is scheduled for 4th quarter of 2018 with a staff increase of 13 employees supporting the Injection Molding production. The initial total investment in buildings, infrastructure and equipment is estimated at \$7.3 million.

Future expansion plans that are not included in the scope of this request, may include completion of the 50,000 ft² interior build-out which is estimated at approximately \$7 million to complete the large volume sterile pharmaceutical suite and supporting utilities/formulation/WFI water system, coupled with an additional \$15 million in equipment for a total of \$22 million. Phase 3 is tentatively scheduled for completion in 2019 with an additional headcount of 40-60 employees pending market development.

Plastikon has an extended expansion plan for additional facility expansions up to 200,000 ft² as new contracts are awarded in the next 5-10 years.

Attach additional documentation regarding marketing team, qualifications, expertise, and past experience in successfully marketing similar properties.

Financial Capacity


Total Building Investment:	Labor Expense:	
	Construction Materials:	
	Other (please describe):	
	Estimated Total Building Investment:	3,200,000

Please provide details on how the project will be funded, including sources and amounts (e.g. owner equity, lender commitments, investor commitments, additional funding sources)

The project will be funded by a combination of owner equity and from a new building loan guaranteed by Plastikon Healthcare, LLC, that is operating at the current building site. Based on a preliminary term sheet from our Bank, we anticipate owner equity funding contribution may total up to \$900,000 with the balance of \$2,300,000 provided by the new building loan.

Attach additional documentation regarding financial capacity to successfully fund similar projects.

I hereby certify that the foregoing and attached information contained is true and correct, to the best of my knowledge:

Applicant Signature:  Date: 11/16/17

Disclosures

Company Form of Organization:

It is the policy of the City that no economic development incentive will be granted to any applicant or petitioner who owns any financial interest in any real property, anywhere within the state of Kansas, with delinquent special assessments, delinquent ad valorem taxes, or federal or state tax liens, or who is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City.

List the full name(s) of each principal (partner or member) who owns (or will own) 5% or more capital of the company. In the case of businesses owning another business (such as an umbrella LLC that is the owner of several other LLC's), the actual partners' names need to be listed, not just the registrant's name with the Secretary of State.

Are all above listed principals currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City? If delinquent or in default, provide details on property owner name, property address, current property tax status, special assessment status, and outstanding obligations owed to the City, and why delinquent or in default.

List all subsidiaries or affiliates and details of ownership:

Subsidiary : Plastikon Healthcare LLC is a subsidiary of Plastikon Industries, Hayward, CA

Principals: Fred Soofer, Pete Petri, Kaveh Soofer, Guiv Soofer, Mark Petri, Isabelle Petri-Shuman

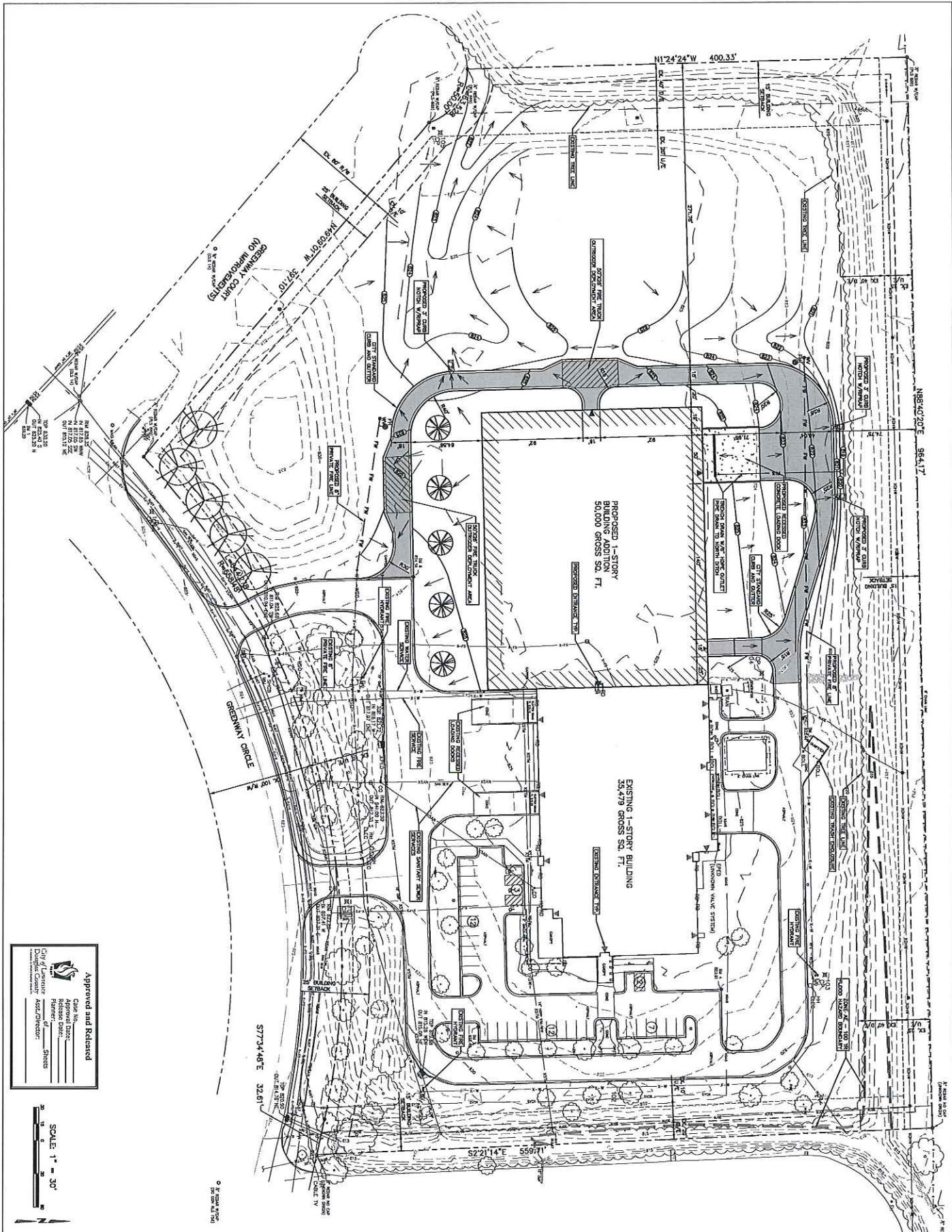
Has Company or any of its Directors/Officers been involved in or is the Company presently involved in any type of litigation?	No
Has the Company, developer or any affiliated party declared bankruptcy?	No
Has the Company, developer or any affiliated party defaulted on a real estate obligation?	No
Has the Company, developer or any affiliated party been the defendant in any legal suit or action?	No
Has the Company, developer or any affiliated party had judgments recorded against them?	No

If the answer to any of the above question is yes, please explain:

Note: Applicant may be required to provide additional financial information for the project and company.

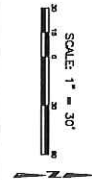
EXHIBIT B

PROJECT SITE



Approved and Released

City No. _____
 Approval Date: _____
 Release Date: _____
 Chief of Engineer: _____
 Director: _____



SITE PLAN

SP-2

TREANORHL

1043 Vermont Street
 Lawrence, Kansas 66044
 Phone: 785.833.7400
 www.TreanorHL.com

Plastikon Healthcare Expansion

3780 Greenway Circle
 Lawrence, KS 66046

SITE PLAN

EXHIBIT C

ESTIMATED CONSTRUCTION SCHEDULE

<u>Event</u>	<u>Projected Date</u>
Substantial Completion of Construction	Aug 29, 2018
Final Completion	Nov 15, 2018

EXHIBIT D

PLASTIKON ANNUAL COMPLIANCE AFFIDAVIT

Beginning on the January 15th in the first year of the Exempt Period and continuing on each January 15th during the Exempt Period, and at any other time upon the request of the City, the Company shall provide a signed and notarized affidavit to the City containing:

1. A list containing a brief description and the amount of all costs of the Project,
2. The total costs of the Project, all in such reasonable detail as the City shall reasonably request, and
3. A certification that the Company is in compliance with this Agreement, applicable state law, applicable local law, and any and all conditions placed on the initial award of the exemption, including that the Company is not delinquent on taxes or other obligations owed to the City or another governmental entity.

Project: Plastikon Phase I & II, 2018 Expansion

Location: 3780 Greenway Circle, Lawrence, Kansas (East Hills Business Park)

Company Representative: _____

Representative Title: _____

Representative Phone: _____

Representative Email: _____

List of Project Costs (Include description and amount):

Plastikon Project Costs				
Description	Phase I Amount	Phase II Amount	Total Amount	Notes
Soft Costs				
Hard Costs				
Total Costs				

THE STATE OF _____)
THE COUNTY OF _____)

ss:

I, _____, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

1. I am a resident of _____.
2. In _____, Plastikon received from the City of Lawrence, Kansas, an economic development incentive for _____.
3. As of the date set forth below, Plastikon is in compliance with the Performance Agreement, all applicable state law, the City Economic Development Policy, all applicable local law, and all conditions placed on the award of the economic development incentive.

SUBSCRIBED AND SWORN before the undersigned on this _____ day of _____, 201_.

Notary Public

My Appointment Expires: