



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER 0

PAGE 1 OF 12

DATE: 12/14/2010

109447

SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO THE TAX ABATEMENT AGREEMENT WITH DELOITTE LLP

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve Amendment No. 1 to the Tax Abatement Agreement with Deloitte LLP in order to (i) reduce the minimum square footage requirements of the facility from 750,000 square feet to 717,000 square feet, (ii) extend the completion deadline for construction and installation of minimum real and personal property improvements from December 31, 2010 to December 31, 2011, (iii) modify the minimum jobs requirement to allow for a combination of Deloitte and facility operator positions, and (iv) reduce the maximum abatement percentage from 75% to 65%, as set forth in Amendment No. 1. It is further requested that Commissioners Court approve the Resolution certifying Tarrant County's agreement to participate in the amendment and authorize the County Judge, or his designee, to execute said amendment.

BACKGROUND:

On April 22, 2008, through Court Order #102918, Tarrant County approved participation with the Town of Westlake in a tax abatement for Deloitte LLP for the construction of a new training center and corporate hotel. The agreement required Deloitte to construct a 750,000 square foot facility, to spend a minimum of \$145 million in construction costs for real property improvements and to install a minimum of \$30 million in personal property improvements on the site by December 31, 2010. The agreement provides for Tarrant County's participation in the tax abatement at a maximum of 75% of new real and personal property value for a period of ten (10) years.

As a result of the downturn in the economy, the construction timing for the Deloitte facility was delayed slightly, but the facility is under construction now and it is anticipated to be completed in May 2011 and fully operational around September 2011. The final design of the building yielded approximately 33,000 less square feet in the facility, bringing the final building size down to 717,000 square feet. However, the the number of rooms and internal facilities will remain the same and construction costs and personal property investment are expected to exceed the current minimum requirements.

SUBMITTED BY:	Administrator's Office	PREPARED BY:	Lisa McMillan
		APPROVED BY:	



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____

DATE: 12/14/2010

PAGE 2 OF _____

12

In the agreement, Deloitte is required to employ 100 full-time employees from its organization on site, with opportunity for bonus abatement should Deloitte employment rise above the 100 minimum. A contracted operator was to operate and manage the hotel facility and employ between 300-400 persons. At the time of the agreement, the actual operator and the specifics of that arrangement were unknown. Deloitte has since signed a multi-year contract with Benchmark to provide full operational services of the facility. Benchmark is expected to employ approximately 450 overall employees on site and provide the majority of these positions with healthcare benefits. Deloitte has determined that it will only have around 49 full-time employees at the facility, but that Benchmark will employ approximately 51 upper management/supervisor positions at the project. Deloitte is asking to modify the agreement to allow for a combination of Deloitte and Benchmark management positions to fulfill the 100 minimum jobs requirement. The average annual salary of these 100 jobs is still expected to be approximately \$75,000, as was originally proposed.

Deloitte LLP has requested that the County consider amending the Tax Abatement Agreement to provide for a reduction in the minimum facility square footage amount to 717,000 square feet, to provide an extension of the completion deadline for construction and installation of all required real and personal property improvements to December 31, 2011, and to modify the 100 minimum jobs requirement to allow for a combination of Deloitte and contracted operator positions.

Staff is recommending the changes be made to the facility size and completion date, and that the minimum jobs requirement be modified to allow for the combination of Deloitte and contracted operator positions as requested, with the stipulations that there be no less than 45 positions employed by Deloitte and that the average salary of the 100 positions be no less than \$75,000 annually. In addition, the proposed amendment removes the ability for bonus abatement based on additional jobs and reduces the amount of additional abatement that can be earned from 20% to 10%, thus reducing the maximum abatement percentage that can be obtained in any year from 75% to 65%.

FISCAL IMPACT:

The approval of Amendment No. 1 to the Tax Abatement Agreement will change the start date of the abatement term from January 2011 to January 2012, running for ten (10) years thereafter. The reduction of the maximum tax abatement percentage from 75% to 65% could provide approximately \$46,200 in additional tax revenue to the County on unabated value. Hospital District taxes were not abated under this agreement.



**AMENDMENT NO. 1 TO THE 2008 TAX ABATEMENT AGREEMENT
BETWEEN TARRANT COUNTY AND DELOITTE LLP**

WHEREAS, on April 22, 2008, through Court Order No. 102918, the Tarrant County Commissioners Court approved participation in a Tax Abatement Agreement (the "Agreement") with Deloitte LLP, for construction of a new training center and corporate hotel; and

WHEREAS, due to economic conditions, Deloitte LLP experienced delays in completing the construction and installation of all required real and personal property improvements to the site; and

WHEREAS, following final design of the building and final staffing and operator contracting for the facility, Deloitte LLP found the final square footage of the facility to be slightly less than originally proposed, and the staffing levels to be somewhat different than provided for in the application for tax abatement; and


WHEREAS, the Commissioners Court has been requested by Deloitte LLP to amend the Agreement to (i) reduce the minimum facility square footage amount from 750,000 to 717,000 sq. ft., (ii) extend the completion deadline for construction and installation of minimum real and personal property improvements from December 31, 2010 to December 31, 2011, and (iii) modify the requirements of the minimum jobs to allow for a combination of Deloitte LLP and contracted operator positions; and

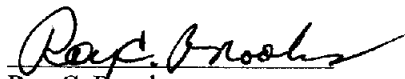
WHEREAS, the requested amendments will not change the amount of overall total investment made in the project;

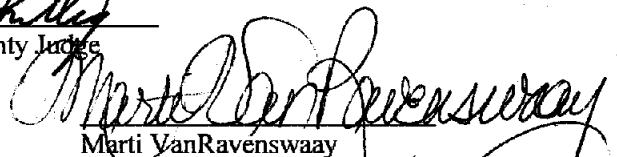
NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Tarrant County, Texas:


1. That the Tax Abatement Agreement adopted by Court Order No. 102918 is hereby amended as set forth in the attached Amendment No. 1 to the Tax Abatement Agreement Between Tarrant County and Deloitte LLP, including a reduction in the maximum percentage abatement from 75% to 65%.
2. That except as hereby amended, the provisions of the Tax Abatement Agreement adopted by Court Order No. 102918 shall remain unchanged.


PASSED AND APPROVED, IN OPEN COURT, this 14th day of December 2010.


B. Glen Whitley, County Judge


Roy C. Brooks
Commissioner, Precinct 1


Marti VanRavenswaay
Commissioner, Precinct 2


Gary Fickes
Commissioner, Precinct 3


J.D. Johnson
Commissioner, Precinct 4

STATE OF TEXAS §

COUNTY OF TARRANT §

**AMENDMENT NO. 1 TO TAX ABATEMENT AGREEMENT
BETWEEN TARRANT COUNTY AND DELOITTE LLP**

This **AMENDMENT NO. 1 TO TAX ABATEMENT AGREEMENT BETWEEN TARRANT COUNTY AND DELOITTE LLP** (“**Amendment**”) is entered into by and between **TARRANT COUNTY, TEXAS** (the “**County**”), and **DELOITTE LLP**, a Delaware limited liability partnership (the “**Company**”).

The County and Company hereby agree that the following statements are true and correct and constitute the basis upon which the County and Company have entered into this Amendment:

A. The County and Company previously entered into that certain Tax Abatement Agreement, approved by the Tarrant County Commissioners Court on April 22, 2008, through Court Order No. 102918 (the “**Agreement**”). The Agreement requires Company to expend at least \$145 million in Construction Costs to construct an approximately 750,000 square foot facility on the Land subject to Abatement and to install at least \$30 million in New Taxable Tangible Personal Property on the Land (the “**Required Improvements**”), and to create and maintain at least 100 Jobs by the end of the first year of the Abatement Term and throughout the remaining term of the Abatement (the “**Minimum Jobs Requirement**”). In return, Company will be eligible to receive a ten (10)-year Abatement on the Land and any improvements located thereon, including the Required Improvements, and on any New Taxable Tangible Personal Property. The Agreement requires that the Completion Date (as defined in the Agreement) for the Required Improvements must occur by December 31, 2010 (the “**Completion Date**”).

B. Due to the economic downturn and unforeseen delays in completing construction and installation of all Required Improvements on the Land, Company has requested that the Completion Date be extended from December 31, 2010 to December 31, 2011. Following final architectural design and layout of the facility, Company has also requested that the minimum square footage that must be constructed for the Qualified Facilities be reduced from 750,000 gross square feet of space to 717,000 gross square feet. In addition, Company is requesting that the Minimum Jobs Requirement be modified to allow for a combination of Deloitte employees and upper management positions of the contracted Operator of the Facility. Based on the expected economic and other public benefits that will accrue from completion of the Required Improvements, the County is willing to amend the Agreement to accommodate Company’s requests.

C. This Amendment is authorized under § 312.208 of the Texas Tax Code because (i) the provisions of this Amendment could have been included in the original Agreement and (ii)

this Amendment has been entered into following the same procedure in which the Agreement was approved and executed.

NOW, THEREFORE, the County and Company, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

1. The following term provided in Section I. (DEFINITIONS) of the Agreement is hereby amended to be defined as follows:

C. "**Jobs**" shall mean all positions held by (i) an employee, partner or principal of Deloitte LLP or any of its Affiliates, in which such employee, partner or principal works on a full-time basis for Deloitte LLP or any of its Affiliates and has an office in, or works primarily from, the Qualified Facilities, (ii) a employee in a Director, Management, or Supervisor position of the Qualified Operator in which such employee works on a full-time basis from the Qualified Facilities.

2. Section I. (DEFINITIONS) of the Agreement is hereby amended to add the term and definition as follows:

G. "**Qualified Operator**" shall mean the company, corporation or other business entity with which Deloitte LLP or any of its Affiliates contracts with to manage and operate the Qualified Facilities, the name of which and a copy of said contract shall be provided to County.

3. The first paragraph of Section II.A. (DELOITTE LLP'S COVENANTS) of the Agreement is hereby amended to read as follows:

A. Deloitte LLP or one of its Affiliates shall construct, install and maintain, or cause to be constructed, installed and maintained, on and within the portion of the Land in Tarrant County, consistent with the Westlake zoning ordinance and other Westlake ordinances, Qualified Facilities containing (i) a minimum of Seven Hundred and Seventeen Thousand (717,000) gross square feet of total structures on the Land, having a minimum Construction Cost (as such term is defined below) upon completion of no less than One Hundred Forty-Five Million Dollars (\$145,000,000), and (ii) tangible personal property (as such term is described in Section 312.204 of the Tax Code) having an initial cost of no less than Thirty Million Dollars (\$30,000,000) (the Qualified Facilities described in (i) and the tangible personal property described in (ii) shall be collectively defined as the "**Required Improvements**"). The kind, number and location of the Required Improvements are more particularly described in the Application. As long as the conditions in the first sentence of this Section II.A are satisfied and the Required Improvements are used in substantial compliance with the purposes and the manner described either in the Application or in a writing approved by the Court (which approval shall not be unreasonably withheld), variations in the Required Improvements from the description provided in the Application shall not be an Event of Default (as defined herein).

4. Section II.B. (DELOITTE LLP'S COVENANTS) of the Agreement is hereby amended to read as follows:

B. Deloitte LLP covenants to substantially complete all of the Required Improvements on or before December 31, 2011 (the actual date on which the Required Improvements have been substantially completed, the "**Completion Date**"). In the event that performance by Deloitte LLP or one of its Affiliates of any of Deloitte LLP's obligations under this Agreement shall be interrupted or delayed due to Force Majeure, Deloitte LLP shall have such additional time as is reasonably necessary to complete performance and, provided that Deloitte LLP or one of its Affiliates is diligently and faithfully pursuing the completion of such performance, Deloitte LLP's failure to complete all of the Required Improvements on or before December 31, 2011, shall not be an Event of Default hereunder.

5. Section IV.B. (ABATEMENT TERMS AND CONDITIONS) of the Agreement is hereby amended to read as follows:

B. The amount of the Abatement shall be based on a percentage of the increase in the aggregate appraised value (as established by the Tarrant Appraisal District) of the Project (including, without limitation, the Qualified Facilities) as compared to the value of the improvements (if any) to the Land as of January 1, 2008, the year in which this Agreement is executed. The Abatement percentage in each year during the term of the Abatement may range up to a maximum of sixty-five percent (65%) of the increase in value resulting from the Project, including, without limitation, the construction of the Qualified Facilities and installation of other Required Improvements, and shall be calculated as set forth below:

1. **Base Abatement.** Subject to reduction in accordance with the following terms of this Agreement, a "**Base Abatement**" value of fifty-five percent (55%) will be granted if Deloitte LLP and/or any of its Affiliates meets the minimum performance requirements as follows:

- a) The construction and installation of the Required Improvements as set forth in Article II, Section A, to be substantially completed/installed by the Completion Date;
- b) The creation and maintenance of at least one hundred (100) Jobs by the end of the first year of the Abatement Term (as herein defined) and throughout the remaining term of the Abatement with an average annual salary of at least \$75,000, said Jobs to include a minimum of forty-five (45) positions employed solely by Deloitte LLP or its Affiliates (the "**Minimum Jobs Requirement**");
- c) During each calendar year of the Abatement Term, Tarrant County residents shall hold at least twenty-five percent (25%) of all Jobs (the "**Tarrant County Jobs Requirement**" and, with the Minimum Jobs Requirement, the "**Jobs Requirements**");
- d) The expenditure by the Completion Date of twenty-five percent (25%) of all Construction Costs (excluding, however, in this case, developer fees,

development and permitting fees, and any other cost or expense other than actual construction costs, signage costs, the costs of supplies and materials, engineering fees, architectural fees, and other similar professional fees (collectively, the **"Excluded Construction Costs"**) on the use of Tarrant County Contractors (as such term is defined below) for the Required Improvements and any other improvements constructed on the Land (the **"Tarrant County Construction Requirement"**). As used herein, the term **"Tarrant County Contractors"** shall mean any corporation, partnership, limited liability company or sole proprietorship maintaining an addressed office location within Tarrant County from which such entity conducts all or a substantial part of its business operations within Tarrant County;

e) The expenditure by the Completion Date of fifteen percent (15%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) on the use of DBE Contractors (as such term is defined below) for the Required Improvements and any other improvements constructed on the Land (the **"DBE Construction Requirement,"** and, together with the Tarrant County Construction Requirement, the **"Construction Requirements"**). As used herein, the term **"DBE Contractors"** shall mean contractors who are DBE's, and the term **"DBE"** shall mean:

- i. a corporation formed for the purpose of making a profit and at least 51 percent of all classes of the shares of stock or other equitable securities of which are owned by one or more persons who are socially or economically disadvantaged because of their identification as members of certain groups that have been subject to racial or ethnic prejudice or cultural bias without regard to their qualities as individuals or capabilities as a business, and whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged. "DBE" includes the State of Texas definition of historically underutilized businesses (HUBs) as defined in Section 2161.001 of the Texas Government Code, and as it may be updated.
- ii. a sole proprietorship formed for the purpose of making a profit that is owned, operated, and controlled exclusively by one or more persons described in Section B.1.e).i. above.
- iii. a partnership that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership is owned by one or more persons described by Section B.1.e).i. above, and in which minority or women partners have proportionate interest in the control, operation, and management of the partnership affairs.
- iv. a limited liability company that is formed for the purpose of making a profit in which 51 percent of the assets and interest in the company is owned by one or more persons described by Section B.1.e).i. above.

Dollars spent with DBE Contractors may also count as dollars spent with Tarrant County Contractors, and vice versa, for the purposes of Section B.1.d) or B.1.e)

above if the DBE Contractor is also a Tarrant County Contractor as defined above.

f) The expenditure of at least (i) fifteen percent (15%) of Supply and Service Expenses (as such term is defined below) with DBE Contractors (the "**DBE Supply and Service Requirement**"), and (ii) twenty-five percent (25%) of Supply and Service Expenses (as such term is defined below) with Tarrant County Contractors (the "**Tarrant County Supply and Service Requirement**," and, together with the DBE Supply and Services Requirement, the "**Supply and Service Requirements**") per calendar year following the Completion Date and continuing until the expiration of the Abatement Term. As used herein, the term "**Supply and Service Expenses**" shall mean those customary supplies and services purchased by or on behalf of Deloitte LLP or one of its Affiliates for the operation and maintenance of the Project, the Required Improvements and the other improvements constructed on the Land including, without limitation, office supplies, production equipment and supplies, landscaping services, janitorial services and maintenance services.

Upon Deloitte LLP's written request, the County will advise Deloitte LLP as to whether any given entity is a Tarrant County Contractor or a DBE Contractor, or both, for purposes of this Article IV., Section B.1.

Notwithstanding anything to the contrary contained herein, the determination of Deloitte LLP's compliance with the Jobs Requirements shall be based on Deloitte LLP's or and/or its Affiliates' employment and partnership data for December 31 (or another date requested by Deloitte LLP and reasonably acceptable to the County) of the applicable calendar year; the determination of compliance with the Construction Requirements for the Required Improvements shall be based on spending during the period of time prior to and including the Completion Date, and the determination of compliance with the Supply and Service Requirements shall be based on spending on Supply and Service Expenses for the entire applicable calendar year.

2. **Reduction in Abatement Percentage.** Failure to meet any of the Jobs Requirements, Construction Requirements or Supply and Service Requirements will result in the reduction of the Base Abatement percentage based upon the following, each of which is independent of the other in determination of reduction in the Abatement percentage:

- a) Failure of Deloitte LLP and/or its Affiliates to comply with the Minimum Jobs Requirement will result in the reduction of the Abatement to zero percent (0%) for the calendar year immediately following any year in which such requirement is not met and which reduction shall continue until the Minimum Jobs Requirement is met.
- b) If the expenditure for the DBE Construction Requirement is less than fifteen percent (15%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, but equal to or greater than five percent

(5%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, then the Base Abatement will be reduced by five (5) percentage points for the full remainder of the term of the Abatement (e.g., 55% Base Abatement minus 5% reduction equals a reduced Base Abatement of 50%). If the expenditure for the DBE Construction Requirement is less than five percent (5%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, then the Base Abatement will be reduced by ten (10) percentage points for the remainder of the full term of the Abatement (e.g., 55% Base Abatement minus 10% reduction equals a reduced Base Abatement of 45%).

c) If the expenditure for the DBE Supply and Service Requirement in any calendar year is less than fifteen percent (15%) of the total annual Supply and Service Expenses, then the Base Abatement will be subject to a reduction of five (5) percentage points for the calendar year immediately following any year in which these requirements are not met, and which reduction shall continue until the DBE Supply and Service Requirement is met.

d) If the expenditure for the Tarrant County Construction Requirement is less than twenty-five percent (25%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, but equal to or greater than fifteen percent (15%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, then the Base Abatement will be reduced by five (5) percentage points for the remainder of the full term of the Abatement. If the expenditure for the Tarrant County Construction Requirement is less than fifteen percent (15%) of all Construction Costs (excluding, however, in this case, the Excluded Construction Costs) for the Required Improvements and any other improvements constructed on the Land, then the Base Abatement will be reduced by ten (10) percentage points for the remainder of the full term of the Abatement.

e) If the expenditure for the Tarrant County Supply and Service Requirement in any calendar year is less than twenty-five percent (25%) of the total annual Supply and Service Expenses, then the Base Abatement will be subject to a reduction of five (5) percentage points for the calendar year immediately following any year in which these requirements are not met, and which reduction shall continue until the Tarrant County Supply and Service Requirement is met.

f) If the number of Tarrant County residents holding Jobs in any calendar year is less than twenty-five percent (25%) of the total Jobs, then the Base Abatement will be subject to a reduction of one (1) percentage point for each one percent (1%) deficiency from the Tarrant County Jobs Requirement for the year immediately following any year in which this requirement is not met.

3. **Additional Abatement Percentage.** In any year that Deloitte LLP and/or any of its Affiliates is entitled to receive an Abatement of greater than zero percent (0%) under Article IV., Sections B.1 and B.2., the Abatement may be increased by up to an

additional ten percentage points (10%), based upon the following criteria, each of which is independent of the other in the determination of additional Abatement percentage.

- a) For having Jobs held by Tarrant County residents in excess of 35% of all Jobs at the Project site in any calendar year, the Abatement will increase by an additional five percent (5%) for the year immediately following any year in which the additional criteria is met.
- b) For the use of DBE Contractors for 25% or more of total Construction Costs (excluding, however, in this case, the Excluded Construction Costs), the Abatement will increase by an additional five percent (5%) for the remainder of the Abatement Term.
- c) For the use of either Tarrant County Contractors or DBE Contractors for more than 25% of the total annual expenditures on Supply and Service Expenses in any calendar year, the Abatement will increase by an additional five percent (5%) for the year immediately following any year in which the additional criteria is met.
- d) For certifying that, based on certifications received from the Qualified Operator, at least fifty-percent (50%) of all individuals employed by Qualified Operator and working at the Project site in any year, are provided health care benefits at a reasonable cost to the employee, the Abatement will increase by an additional five percent (5%) for the year immediately following any year in which the additional criteria is met.

The total cumulative percentage of Abatement that may be received in any one year, pursuant to this Agreement, shall not exceed sixty-five percent (65%) of the increased value resulting from the Project.

6. Capitalized terms used but not identified in this Amendment shall have the same meanings assigned to them in the Agreement.

7. Except as otherwise specifically amended in this Amendment, the Agreement shall remain in full force and effect.

8. This Amendment contains the final written expression of the County and Company with respect to the subject matter hereof. This Amendment may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT TWO (2) PAGES]

TARRANT COUNTY:

*APPROVED AS TO FORM:

By: B. Glen Whitley
B. Glen Whitley
County Judge

By: Ray Rike
Ray Rike
Assistant District Attorney

Date: 12/14/10

ATTEST:

By: Nancy Thompson
Deputy County Clerk

Court Order No. 109447

** By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney (s).*

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **B. Glen Whitley**, County Judge of the **TARRANT COUNTY, TEXAS**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of **TARRANT COUNTY**, that he was duly authorized to perform the same by appropriate resolution of the Tarrant County Commissioners Court and that he executed the same as the act of **TARRANT COUNTY** for the purposes and consideration therein expressed and in the capacity therein stated.

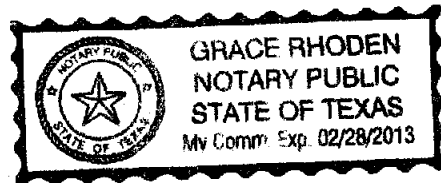
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of December, 2010.

Grace C Rhoden

Notary Public in and for
the State of Texas

Grace C. Rhoden

Notary's Printed Name



DELOITTE LLP

By: Frank Friedman
Name:
Title:

Date: 10/24/2011

ATTEST:

By: Chandra Newbill
Name: CHANDRA NEWBILL
Title: ASSISTANT

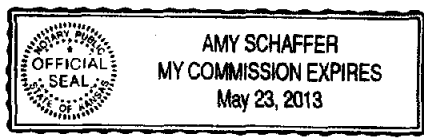
STATE OF Kansas §

COUNTY OF Johnson §

BEFORE ME, the undersigned authority, on this day personally appeared Frank Friedman (name), CFO (title) of **DELOITTE LLP**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of **DELOITTE LLP**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of October, 2011.

Amy Schaffer
Notary Public in and for
the State of Kansas



Amy Schaffer
Notary's Printed Name