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JUN 17 2013

LANCASTER COUNTY
CLERK

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LANCASTER, NEBRASKA

RESOLUTION NO. R-13-0038

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF TWO FIRST AMENDMENTS TO LEASE AGREEMENT AND CLOSING DOCUMENTATION; DELEGATING, AUTHORIZING AND DIRECTING THE CHAIR AND CLERK TO EXERCISE THEIR INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING THE TERMS, PROVISIONS, FORM AND CONTENTS OF EACH OF SUCH DOCUMENTS; PROVIDING FOR THE TIME WHEN THIS RESOLUTION SHALL TAKE EFFECT; AND RELATED MATTERS.

WHEREAS, the Board of Commissioners (the "Board") of The County of Lancaster, Nebraska (the "County") previously adopted Resolution No. R08-___ (the "2008 Authorizing Bond Resolution"), which authorized the issuance of its \$2,100,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2008 (the "Series 2008 Bond"), pursuant to the terms of that certain Lease Agreement dated as of May 1, 2008 (the "2008 Lease Agreement") among the County, GE Government Finance, Inc., as bondholder ("GEGF"), and Plastic Companies Enterprises, Inc., as lessee ("Original Lessee"). The Series 2008 Bond was issued by the County on May 1, 2008;

WHEREAS, the Board previously adopted Resolution No. R09-___ (the "2009 Authorization Bond Resolution"; together with the 2008 Authorizing Bond Resolution, the "Authorizing Bond Resolutions"), which authorized the issuance of its \$1,700,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2009 (the "Series 2009 Bond"; together with the Series 2008 Bond, the "Existing Bonds"), pursuant to the terms of that certain Lease Agreement dated as of September 1, 2009, (the "2009 Lease Agreement"; together with the 2008 Lease Agreement, the "Lease Agreements") among the County, GEGF and Original Lessee. The Series 2009 Bond was issued by the County on September 22, 2009;

WHEREAS, Original Lessee has merged into PCE, Inc., a Nebraska corporation ("Lessee") with Lessee as the survivor; and

WHEREAS, Lessee has requested that (a) the County amend the 2008 Lease Agreement pursuant to and as more fully described in a First Amendment to Lease Agreement (the "2008 First Amendment") to be entered into among the County, General Electric Capital Corporation, as successor-in-interest to GEGF, and Lessee and to substitute and replace the Series 2008 Bond with a modified bond evidencing the terms of the obligation as amended by the 2008 First Amendment (the "Modified 2008 Bond"), and (b) the County amend the 2009 Lease Agreement pursuant to and as more fully described in a First Amendment to Lease Agreement (the "2009 First Amendment"; together with the 2008 First Amendment, the "First Amendments") to be entered into among the County, General Electric Capital Corporation, as successor-in-interest to

GEGF, and Lessee and to substitute and replace the Series 2009 Bond with a modified bond evidencing the terms of the obligation as amended by the 2009 First Amendment (the "Modified 2009 Bond"; together with the Modified 2008 Bond, the "Modified Bonds");

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, NEBRASKA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board hereby finds and determines as follows:

(a) The County is duly organized and validly existing as a county and a political subdivision of the State of Nebraska (the "State") with lawful power and authority to pass and adopt this Resolution acting by and through the Board.

(b) The County, in furtherance of the purposes and pursuant to the provisions of Article XIII, Section 2 of the Nebraska Constitution and Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "Act"), and in order to provide for the public welfare and development in the State has proposed and does hereby propose that it execute and deliver the Modified Bonds and enter into the following documents (collectively, the "Financing Documents"):

- (i) the 2008 Amendment; and
- (ii) the 2009 Amendment.

(c) The Existing Bonds are, and the Modified Bonds will continue to be, special, limited revenue obligations of the County payable solely out of the basic rental payments of the Corporation under the Lease Agreements, as amended by First Amendments, and shall not be a general liability of the County or a charge against its general credit or taxing powers.

(d) The Modified Bonds will not and shall never constitute a debt, liability or general obligation of the State of Nebraska, or any political subdivision, agency or instrumentality thereof, nor will the faith and credit or the taxing power of the State of Nebraska be pledged to the payment of the principal of or interest on the Modified Bonds. Under no circumstance will any tax revenues ever be used to pay any portion of the debt service on the Modified Bonds.

Section 2. Authorization of the Modified Bonds. The County is authorized to execute and deliver the Modified Bonds in substantially the form attached to the First Amendments in exchange for the Existing Bonds. The Modified Bonds shall be secured by and shall have the terms and provisions set forth in the Lease Agreements, as amended by the First Amendments. The Modified Bond shall be dated, shall bear interest at a rate not to exceed 5.00% per annum, and shall mature in principal installments with a final maturity not later than the final maturity date of the Existing Bonds, and shall have such redemption provisions, including premiums, and other terms as set forth in the Lease Agreement, as amended by the First Amendment. The final terms of the Modified Bonds shall be specified in the Lease Agreement, as amended by the First Amendment, upon the execution thereof, and the signatures of the Chair and the Clerk executing

the First Agreements shall constitute conclusive evidence of their approval and the County's approval thereof. The Modified Bonds shall be executed on behalf of the County by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Clerk and shall have the corporate seal of the County affixed thereto or imprinted thereon.

Section 3. Limited Obligations. The Modified Bonds shall be limited obligations of the County payable solely from the sources and in the manner as provided in the Lease Agreements, as amended by the First Amendments, and shall be secured as set forth in the Lease Agreements, as amended by the First Amendments. The Modified Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Nebraska (the "State") or of any political subdivision thereof within the meaning of any constitutional provision or statutory limitation of the State and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreements, as amended by the First Amendment. The issuance of the Modified Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal or redemption price of or interest on the Modified Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the County. No breach by the County of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 4. Authorization and Approval of Documents. Each of the Financing Documents is hereby approved in substantially the forms presented to the County and attached to this Resolution (copies of which documents shall be filed in the records of the County), and the County is hereby authorized to execute and deliver each of the Financing Documents with such changes therein as shall be approved by the Chair or the Clerk and the County Attorney, such officers' signatures thereon being conclusive evidence of their approval and the County's approval thereof.

Section 5. Execution of Modified Bonds and Financing Documents. The Chair and the Clerk are hereby authorized and directed to execute the Modified Bonds by manual or facsimile signature and to deliver the Modified Bonds to the respective bondholder for and on behalf of and as the act and deed of the County in the manner provided in the Lease Agreements, as amended by the First Amendments. The Chair is hereby authorized and directed to execute and deliver the Financing Documents for and on behalf of and as the act and deed of the County. The Clerk or any Deputy Clerk is hereby authorized and directed to attest to the Financing Documents and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Further Authority. The County shall, and the officers, agents and employees of the County are hereby authorized and directed to, take such further action, and to approve and execute such other documents, certificates and instruments, including, without limitation, any security documents, financing statements, note endorsements, arbitrage certificates, closing certificates or tax forms as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the County with respect to the Modified Bonds and the Financing Documents.

Section 7. Severability. If any one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 8. Section Headings. The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Resolution.

Section 9. Repeal of Conflicting Resolutions. All prior Resolutions of the County or any parts thereof in conflict with any or all of this Resolution are hereby repealed to the extent of such conflict.

Section 10. Effectiveness of Resolution. This Resolution shall take effect and be in full force immediately after its adoption by the Board.

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PASSED AND ADOPTED this 25th day of June, 2012 at Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COMMISSIONERS OF
THE COUNTY OF LANCASTER,
NEBRASKA

Bob Schorr
Bob Snipes
Larry Hudkins
Leslie B. [unclear]
Raybould voted aye

APPROVED AS TO FORM
this 24 day of June, 2013.

Bryan Johnson
(Deputy) County Attorney

KUTAK ROCK LLP

THE OMAHA BUILDING
1650 FARNAM STREET
OMAHA, NE 68102-2186
402-346-6000
FACSIMILE 402-346-1148

www.kutakrock.com
October 28, 2013

ATLANTA
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VIA FIRST CLASS MAIL

Ms. Angela Zocholl
Lancaster County Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, NE 68508

Re: PCE, Inc.

Dear Ms. Zocholl:

Enclosed is the following executed loan documentation for your files regarding the above-referenced transaction:

1. First Amendment to 2008 Lease Agreement
2. First Amendment to 2009 Lease Agreement
3. Specimen Bond (Series 2008)
4. Specimen Bond (Series 2009)
5. Receipt of Bond Issuance Documents
6. Closing Certificate of PCE, Inc.
7. UCC Financing Statements
8. Form 8038 and Evidence of Filing

If you should have any questions, please contact me.

Very truly yours,



Shirley J. Dietrich
Legal Assistant

Enclosures

cc: Andrew P. Romshek, Esq. (w/enclosure)

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OCT 29 2013

LANCASTER COUNTY
CLERK

PCE, INC.

Schedule of Closing Documents

Closing: June 25, 2013

1. First Amendment to 2008 Lease Agreement
2. First Amendment to 2009 Lease Agreement
3. Specimen Bond (Series 2008)
4. Specimen Bond (Series 2009)
5. Receipt of Bond Issuance Documents
6. Closing Certificate of PCE, Inc.
7. UCC Financing Statements
8. Form 8038 and Evidence of Filing

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), dated as of June 1, 2013 and effective as of June 25, 2013 (the "Effective Date"), is by and among **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("Bondholder"), **PCE, INC.**, a Nebraska corporation, as successor-in-interest to **PLASTIC COMPANIES ENTERPRISES, INC.**, a Texas corporation ("Lessee"), and **THE COUNTY OF LANCASTER, NEBRASKA**, a county and political subdivision of the State of Nebraska ("Lessor").

RECITALS

WHEREAS, on or about May 1, 2008, GE Government Finance, Inc. ("GEGF") purchased that certain \$2,100,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2008 (the "Bond") issued by Lessor pursuant to that certain Lease Agreement dated as of May 1, 2008 (the "Lease Agreement") among GEGF, Plastic Companies, Inc., a Texas corporation ("Original Lessee"), and Lessor. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in Lease Agreement;

WHEREAS, GEGF has assigned to Bondholder all of GEGF's rights, title and interest in the Bond and the Lease Agreement, and Bondholder has appointed GEGF as its attorney-in-fact and subservicer with respect to all matters relating to the Bond;

WHEREAS, Original Lessee has merged into Lessee with Lessee as the survivor; and

WHEREAS, Bondholder, Lessee and Lessor desire to amend certain provisions of the Lease Agreement pursuant to this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Amendments. Bondholder, Lessee and Lessor amend the Lease Agreement, effective as of the Effective Date, as follows:

(a) Section 1.01 is amended by adding the following new definitions thereto:

"Make Whole Amount" means the sum of the positive difference, if any, between (i) the net present value of the remaining scheduled Lease Payments through the end of the term of the Lease that, but for the prepayment of the Lease, would be payable on or prior to the scheduled maturity date of the Lease, discounted to the date of prepayment at a per annum interest rate equal to the then Reinvestment Rate minus (ii) the principal balance of the Lease outstanding as of the prepayment date before any such prepayment, provided that the Make Whole Amount shall be deemed to be zero if such calculation results in a negative number.

"Reinvestment Rate" means the per annum interest rate that is equal to the

sum of (a) 3.0820% and (b) an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates (but is not less than) the remaining term of the Lease as published by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" available at <http://www.federalreserve.gov/releases/h15/update/> on the fifth Business Day prior to the redemption date. If the remaining term of the Lease is not in full years, then the Swap Rate to be adopted from Federal Reserve Statistical Release H.15 shall correspond to a full number-of-years period, excluding partial years of the remaining term of the Lease.

(b) Section 1.01 is amended by deleting the definition of "Prepayment Amount" and replacing it with the following:

"Prepayment Amount" means the amount which Lessee may or must from time to time pay or cause to be paid to Bondholder in order to prepay the Lease and the Bond, as provided in Section 2.07 hereof, such amount being equal to the sum of (a) the amount set forth on Exhibit A hereto under the column "Prepayment Amount", plus the applicable Make Whole Amount, if any, together with any accrued interest and all other amounts due hereunder.

(c) Section 2.03 is amended by replacing the first sentence thereof with the following new sentence:

The principal amount of the Bond hereunder outstanding from time to time shall bear interest (computed on the basis of 12 30-day months) at the rate of three and ninety-five hundredths percent (3.95%) per annum.

(d) Exhibit A—Schedule of Lease Payments is amended and replaced with Exhibit A—Schedule of Loan Payments attached hereto.

Section 2. Conditions Precedent. The amendments set forth herein are conditioned upon Bondholder's receipt of the following items in form and substance acceptable to Bondholder:

(a) This Amendment, properly executed on behalf of Lessor, Lessee and Bondholder;

(b) A Secretary's Certificate of Lessee, certifying as to (i) the resolutions of the board of directors and, if required, the shareholders of Borrower, authorizing the execution, delivery and performance of this Amendment and any related documents, (ii) the bylaws of Lessee, (iii) the articles of incorporation of Lessee, (iv) a certificate of good standing of Lessee, and (v) the signatures of the officers or agents of Borrower authorized to execute and deliver this Amendment and other instruments, agreements and certificates on behalf of Lessee;

(c) A modified bond in the form of Exhibit B hereto executed on behalf of Lessor; and

- (d) A properly completed Form 8038 executed on behalf of Lessor.

Section 3. Assumption.

(a) Lessee hereby expressly assumes, and agrees to perform and observe, all of the duties, obligations and promises of Original Lessee as set forth in or arising under the Lease Agreement, as amended hereby, and the other Lessee Documents, with the same force and effect as if Lessee had been specifically named therein as the original obligor, grantor, lessee or debtor, as applicable. Lessee further expressly promises to pay all Lease Payments and other amounts owing under the Lease Agreement, as amended hereby, as they become due. The foregoing assumption by Lessee is absolute and unconditional and is not subject to any defenses, waivers, claims or offsets nor may it be affected or impaired by any agreement, condition, statement or representation of Lessee or any failure to perform the same and that Lessee hereby relinquishes, waives and releases any and all such defenses, claims, offsets, and causes of action. Lessee expressly agrees that it has read and approved of and will comply with and be bound by all of the terms, conditions and provisions contained in the Lease Agreement, as amended hereby, and all other Lessee Documents.

(b) Nothing in this Amendment shall in any way release, diminish or affect the first priority security interest in the Collateral created by, or the agreements or covenants contained in, the Lease Agreement.

(c) Lessee hereby authorizes Bondholder to file one or more UCC financing statements covering the Collateral, and Lessee hereby confirms that it grants Bondholder a security interest in the Collateral.

Section 4. Representations and Warranties. Lessee hereby represents and warrants to Lessor and Bondholder as follows:

(a) As of the Effective Date, Lessee has no causes of action at law or in equity against Bondholder or any other person, including, without limitation, any offset, defense, deduction or counterclaim with respect to the Lease Agreement or any other Lessee Document;

(b) No Default or Event of Default has occurred under any Lessee Document;

(c) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, has power to enter into this Amendment and by proper corporate action has duly authorized the execution and delivery of this Amendment. Lessee is in good standing and is duly licensed or qualified to transact business in the State of Nebraska and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. Lessee's exact legal name is as set forth on the execution page hereof. Lessee's federal tax identification number is 30-0683634.

(d) Lessee has been duly authorized to execute and deliver this Amendment, and this Amendment and the Lessee Documents constitute the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(e) Each of the representations, warranties and covenants set forth in the Tax Regulatory Agreement remain true and correct on the date hereof as though made on and as of the date hereof; and

(f) Each of the representations and warranties contained in any Lessee Document is true and correct on the date hereof as though made on and as of the date hereof.

Section 5. Effect of Amendment and Replacement Bond. On and after the Effective Date, each reference in the Lease Agreement and the other Lessee Documents to (a) “this Agreement,” “the Lease Agreement,” “hereunder,” “herein,” “hereof” or words of like import referring to the Lease Agreement shall mean the Lease Agreement as amended by this Amendment, and (b) “the Bond” shall mean the Replacement Bond.

Section 6. No Waiver. Except as expressly set forth herein, this Amendment shall not constitute in any manner a waiver by Bondholder of any of its respective rights under the Lease Agreement or any other Lessee Document, and Bondholder reserves all rights and remedies under the Lease Agreement and the other Lessee Documents.

Section 7. Ratification. As specifically amended herein, the Lease Agreement and the other Lessee Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

Section 8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to choice or conflict of laws rules.

Section 9. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE
FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION

By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: 
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC
COMPANIES ENTERPRISES, INC.

By: _____
Title: _____

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: _____
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC
COMPANIES ENTERPRISES, INC.

By: Sam Featherstone
Title: President

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION

By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: _____
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC
COMPANIES ENTERPRISES, INC.

By: _____
Title: _____

THE COUNTY OF LANCASTER, NEBRASKA

By:  _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

ACKNOWLEDGMENT OF GUARANTOR

By his execution below, Sam Featherston (“Guarantor”), being the guarantor under that certain Personal Guaranty and Negative Pledge Agreement (the “Guaranty Agreement”) dated as of May 1, 2008, does hereby (i) reaffirm his respective obligations, representations, warranties and covenants under the Guaranty Agreement, (ii) confirm that the Guaranty Agreement remains in full force and effect and enforceable against Guarantor and that he has no causes of action at law or in equity against Lender or any other person, including, without limitation, any offset, defense, deduction or counterclaim, with respect to the Guaranty Agreement or the obligations under the Lease Agreement, and (iii) acknowledge and agree that the Guaranty Agreement shall be deemed amended so that the term “Lease Agreement” shall refer to the Lease Agreement, as amended by this Amendment, and as hereafter amended from time to time.



Sam Featherston

Exhibit A to First Amendment

SCHEDULE OF LEASE PAYMENTS

Closing Date: June 25, 2013

Coupon Rate: 3.95%

<u>Payment Date</u>	<u>Payment Number</u>	<u>Lease Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Principal Balance* (2)</u>	<u>Prepayment Amount* (2)</u>
6/25/2013	0	\$ -	\$ -	\$ -	\$ 1,065,896.68	\$ 1,087,214.61
7/1/2013	1	\$ 24,451.04	\$ 23,749.32	\$ 701.72	\$ 1,042,147.36	\$ 1,062,990.31
8/1/2013	2	\$ 24,451.04	\$ 21,020.64	\$ 3,430.40	\$ 1,021,126.72	\$ 1,041,549.25
9/1/2013	3	\$ 24,451.04	\$ 21,089.83	\$ 3,361.21	\$ 1,000,036.89	\$ 1,020,037.63
10/1/2013	4	\$ 24,451.04	\$ 21,159.25	\$ 3,291.79	\$ 978,877.64	\$ 998,455.19
11/1/2013	5	\$ 24,451.04	\$ 21,228.90	\$ 3,222.14	\$ 957,648.74	\$ 976,801.71
12/1/2013	6	\$ 24,451.04	\$ 21,298.78	\$ 3,152.26	\$ 936,349.96	\$ 955,076.96
1/1/2014	7	\$ 24,451.04	\$ 21,368.89	\$ 3,082.15	\$ 914,981.07	\$ 933,280.69
2/1/2014	8	\$ 24,451.04	\$ 21,439.23	\$ 3,011.81	\$ 893,541.84	\$ 911,412.68
3/1/2014	9	\$ 24,451.04	\$ 21,509.80	\$ 2,941.24	\$ 872,032.04	\$ 889,472.68
4/1/2014	10	\$ 24,451.04	\$ 21,580.60	\$ 2,870.44	\$ 850,451.44	\$ 867,460.47
5/1/2014	11	\$ 24,451.04	\$ 21,651.64	\$ 2,799.40	\$ 828,799.80	\$ 845,375.80
6/1/2014	12	\$ 24,451.04	\$ 21,722.91	\$ 2,728.13	\$ 807,076.89	\$ 823,218.43
7/1/2014	13	\$ 24,451.04	\$ 21,794.41	\$ 2,656.63	\$ 785,282.48	\$ 800,988.13
8/1/2014	14	\$ 24,451.04	\$ 21,866.15	\$ 2,584.89	\$ 763,416.33	\$ 778,684.66
9/1/2014	15	\$ 24,451.04	\$ 21,938.13	\$ 2,512.91	\$ 741,478.20	\$ 756,307.76
10/1/2014	16	\$ 24,451.04	\$ 22,010.34	\$ 2,440.70	\$ 719,467.86	\$ 733,857.22
11/1/2014	17	\$ 24,451.04	\$ 22,082.79	\$ 2,368.25	\$ 697,385.07	\$ 711,332.77
12/1/2014	18	\$ 24,451.04	\$ 22,155.48	\$ 2,295.56	\$ 675,229.59	\$ 688,734.18
1/1/2015	19	\$ 24,451.04	\$ 22,228.41	\$ 2,222.63	\$ 653,001.18	\$ 666,061.20
2/1/2015	20	\$ 24,451.04	\$ 22,301.58	\$ 2,149.46	\$ 630,699.60	\$ 643,313.59
3/1/2015	21	\$ 24,451.04	\$ 22,374.99	\$ 2,076.05	\$ 608,324.61	\$ 620,491.10
4/1/2015	22	\$ 24,451.04	\$ 22,448.64	\$ 2,002.40	\$ 585,875.97	\$ 597,593.49
5/1/2015	23	\$ 24,451.04	\$ 22,522.53	\$ 1,928.51	\$ 563,353.44	\$ 574,620.51
6/1/2015	24	\$ 24,451.04	\$ 22,596.67	\$ 1,854.37	\$ 540,756.77	\$ 551,571.91
7/1/2015	25	\$ 24,451.04	\$ 22,671.05	\$ 1,779.99	\$ 518,085.72	\$ 528,447.43
8/1/2015	26	\$ 24,451.04	\$ 22,745.67	\$ 1,705.37	\$ 495,340.05	\$ 505,246.85
9/1/2015	27	\$ 24,451.04	\$ 22,820.55	\$ 1,630.49	\$ 472,519.50	\$ 481,969.89
10/1/2015	28	\$ 24,451.04	\$ 22,895.66	\$ 1,555.38	\$ 449,623.84	\$ 458,616.32
11/1/2015	29	\$ 24,451.04	\$ 22,971.03	\$ 1,480.01	\$ 426,652.81	\$ 435,185.87
12/1/2015	30	\$ 24,451.04	\$ 23,046.64	\$ 1,404.40	\$ 403,606.17	\$ 411,678.29
1/1/2016	31	\$ 24,451.04	\$ 23,122.50	\$ 1,328.54	\$ 380,483.67	\$ 388,093.34
2/1/2016	32	\$ 24,451.04	\$ 23,198.61	\$ 1,252.43	\$ 357,285.06	\$ 364,430.76

3/1/2016	33	\$	24,451.04	\$	23,274.98	\$	1,176.06	\$	334,010.08	\$	340,690.28
4/1/2016	34	\$	24,451.04	\$	23,351.59	\$	1,099.45	\$	310,658.49	\$	316,871.66
5/1/2016	35	\$	24,451.04	\$	23,428.46	\$	1,022.58	\$	287,230.03	\$	292,974.63
6/1/2016	36	\$	24,451.04	\$	23,505.57	\$	945.47	\$	263,724.46	\$	268,998.95
7/1/2016	37	\$	24,451.04	\$	23,582.95	\$	868.09	\$	240,141.51	\$	240,141.51
8/1/2016	38	\$	24,451.04	\$	23,660.57	\$	790.47	\$	216,480.94	\$	216,480.94
9/1/2016	39	\$	24,451.04	\$	23,738.46	\$	712.58	\$	192,742.48	\$	192,742.48
10/1/2016	40	\$	24,451.04	\$	23,816.60	\$	634.44	\$	168,925.88	\$	168,925.88
11/1/2016	41	\$	24,451.04	\$	23,894.99	\$	556.05	\$	145,030.89	\$	145,030.89
12/1/2016	42	\$	24,451.04	\$	23,973.65	\$	477.39	\$	121,057.24	\$	121,057.24
1/1/2017	43	\$	24,451.04	\$	24,052.56	\$	398.48	\$	97,004.68	\$	97,004.68
2/1/2017	44	\$	24,451.04	\$	24,131.73	\$	319.31	\$	72,872.95	\$	72,872.95
3/1/2017	45	\$	24,451.04	\$	24,211.17	\$	239.87	\$	48,661.78	\$	48,661.78
4/1/2017	46	\$	24,451.04	\$	24,290.86	\$	160.18	\$	24,370.92	\$	24,370.92
5/1/2017	47	\$	24,451.04	\$	24,370.92	\$	80.12	\$	(0.00)	\$	(0.00)
Total			<u>\$ 1,149,198.88</u>		<u>\$ 1,065,896.68</u>		<u>\$ 83,302.20</u>				

(1) Note: THIS AMORTIZATION SCHEDULE IS NOT TO BE USED FOR PAYOFF PURPOSES.

This Schedule has been prepared on the assumption that each Lease Payment due shall be paid in full and received on its respective due date and any variance from such assumptions or the addition of any other amounts which may become due (e.g., late charges) is not reflected in this Schedule and the actual amortization of the Principal balance due hereunder shall vary accordingly

(2) After payment of the Lease Payment due on such date

FORM OF MODIFIED BOND

\$1,065,896.68

**The County of Lancaster, Nebraska
Industrial Development Revenue Bond
(Plastic Companies Enterprises, Inc. Project),
Series 2008**

No.: R-2

\$1,065,896.68

Maturity Date	Interest Rate
May 1, 2017	3.95%

THE COUNTY OF LANCASTER, NEBRASKA, a body public and corporate duly created and validly existing under the laws of the State of Nebraska (hereafter referred to as "Lessor"), for value received, hereby promises to pay General Electric Capital Corporation, Three Capital Drive, Eden Prairie, Minnesota 55344, or to registered assigns, but solely from the Lease Payments hereinafter described, the principal sum of

ONE MILLION SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY-SIX AND 68/100
DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Lease Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Lease Agreement dated as of May 1, 2008, as amended by the First Amendment to Lease Agreement (as amended, the "Lease Agreement"), among Lessor, GE Government Finance, Inc. ("GEGF") and Plastic Companies Enterprises, Inc. ("Original Lessee"). GEGF has assigned the Lease Agreement to General Electric Capital Corporation. Original Lessee has merged into PCE, Inc. ("Lessee") with Lessee as the survivor. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

This Bond is payable as to principal and prepayment premium, if any, solely from Lease Payments to be made by Lessee and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Lessor, and this Bond is payable solely from the revenues pledged therefor pursuant to the Lease Agreement, and no moneys of Lessor raised by taxation shall be obligated or pledged for the payment of Lease Payments or any other amounts due under this Bond.

This Bond is subject to prepayment upon the terms and conditions set forth in the Lease

Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Nebraska applicable thereto and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, The County of Lancaster, Nebraska has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of June, 2013.

THE COUNTY OF LANCASTER,
NEBRASKA

By: _____
Its: Chair

Attest:

(Deputy) County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor")
hereby sells, assigns and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issue in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), dated as of June 1, 2013 and effective as of June 25, 2013 (the "Effective Date"), is by and among **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("Bondholder"), **PCE, INC.**, a Nebraska corporation, as successor-in-interest to **PLASTIC COMPANIES ENTERPRISES, INC.**, a Texas corporation ("Lessee"), and **THE COUNTY OF LANCASTER, NEBRASKA**, a county and political subdivision of the State of Nebraska ("Lessor").

RECITALS

WHEREAS, on or about September 22, 2009, GE Government Finance, Inc. ("GEGF") purchased that certain \$1,700,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2009 (the "Bond") issued by Lessor pursuant to that certain Lease Agreement dated as of September 1, 2009 (the "Lease Agreement") among GEGF, Plastic Companies, Inc., a Texas corporation ("Original Lessee"), and Lessor. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in Lease Agreement;

WHEREAS, GEGF has assigned to Bondholder all of GEGF's rights, title and interest in the Bond and the Lease Agreement, and Bondholder has appointed GEGF as its attorney-in-fact and subservicer with respect to all matters relating to the Bond;

WHEREAS, Original Lessee has merged into Lessee with Lessee as the survivor; and

WHEREAS, Bondholder, Lessee and Lessor desire to amend certain provisions of the Lease Agreement pursuant to this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Amendments. Bondholder, Lessee and Lessor amend the Lease Agreement, effective as of the Effective Date, as follows:

(a) Section 1.01 is amended by adding the following new definitions thereto:

"Make Whole Amount" means the sum of the positive difference, if any, between (i) the net present value of the remaining scheduled Lease Payments through the end of the term of the Lease that, but for the prepayment of the Lease, would be payable on or prior to the scheduled maturity date of the Lease, discounted to the date of prepayment at a per annum interest rate equal to the then Reinvestment Rate minus (ii) the principal balance of the Lease outstanding as of the prepayment date before any such prepayment, provided that the Make Whole Amount shall be deemed to be zero if such calculation results in a negative number.

"Reinvestment Rate" means the per annum interest rate that is equal to the

sum of (a) 2.9627% and (b) an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates (but is not less than) the remaining term of the Lease as published by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" available at <http://www.federalreserve.gov/releases/h15/update/> on the fifth Business Day prior to the redemption date. If the remaining term of the Lease is not in full years, then the Swap Rate to be adopted from Federal Reserve Statistical Release H.15 shall correspond to a full number-of-years period, excluding partial years of the remaining term of the Lease.

(b) Section 1.01 is amended by deleting the definition of "Prepayment Amount" and replacing it with the following:

"Prepayment Amount" means the amount which Lessee may or must from time to time pay or cause to be paid to Bondholder in order to prepay the Lease and the Bond, as provided in Section 2.07 hereof, such amount being equal to the sum of (a) the amount set forth on Exhibit A hereto under the column "Prepayment Amount", plus the applicable Make Whole Amount, if any, together with any accrued interest and all other amounts due hereunder.

(c) Section 2.03 is amended by replacing the first sentence thereof with the following new sentence:

The principal amount of the Bond hereunder outstanding from time to time shall bear interest (computed on the basis of 12 30-day months) at the rate of three and ninety-five hundredths percent (3.95%) per annum.

(b) Exhibit A—Schedule of Lease Payments is amended and replaced with Exhibit A—Schedule of Loan Payments attached hereto.

Section 2. Conditions Precedent. The amendments set forth herein are conditioned upon Bondholder's receipt of the following items in form and substance acceptable to Bondholder:

(a) This Amendment, properly executed on behalf of Lessor, Lessee and Bondholder;

(b) A Secretary's Certificate of Lessee, certifying as to (i) the resolutions of the board of directors and, if required, the shareholders of Borrower, authorizing the execution, delivery and performance of this Amendment and any related documents, (ii) the bylaws of Lessee, (iii) the articles of incorporation of Lessee, (iv) a certificate of good standing of Lessee, and (v) the signatures of the officers or agents of Borrower authorized to execute and deliver this Amendment and other instruments, agreements and certificates on behalf of Lessee;

(c) A modified bond in the form of Exhibit B hereto executed on behalf of Lessor; and

- (d) A properly completed Form 8038 executed on behalf of Lessor.

Section 3. Assumption.

(a) Lessee hereby expressly assumes, and agrees to perform and observe, all of the duties, obligations and promises of Original Lessee as set forth in or arising under the Lease Agreement, as amended hereby, and the other Lessee Documents, with the same force and effect as if Lessee had been specifically named therein as the original obligor, grantor, lessee or debtor, as applicable. Lessee further expressly promises to pay all Lease Payments and other amounts owing under the Lease Agreement, as amended hereby, as they become due. The foregoing assumption by Lessee is absolute and unconditional and is not subject to any defenses, waivers, claims or offsets nor may it be affected or impaired by any agreement, condition, statement or representation of Lessee or any failure to perform the same and that Lessee hereby relinquishes, waives and releases any and all such defenses, claims, offsets, and causes of action. Lessee expressly agrees that it has read and approved of and will comply with and be bound by all of the terms, conditions and provisions contained in the Lease Agreement, as amended hereby, and all other Lessee Documents.

(b) Nothing in this Amendment shall in any way release, diminish or affect the first priority security interest in the Collateral created by, or the agreements or covenants contained in, the Lease Agreement.

(c) Lessee hereby authorizes Bondholder to file one or more UCC financing statements covering the Collateral, and Lessee hereby confirms that it grants Bondholder a security interest in the Collateral.

Section 4. Representations and Warranties. Lessee hereby represents and warrants to Lessor and Bondholder as follows:

(a) As of the Effective Date, Lessee has no causes of action at law or in equity against Bondholder or any other person, including, without limitation, any offset, defense, deduction or counterclaim with respect to the Lease Agreement or any other Lessee Document;

(b) No Default or Event of Default has occurred under any Lessee Document;

(c) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, has power to enter into this Amendment and by proper corporate action has duly authorized the execution and delivery of this Amendment. Lessee is in good standing and is duly licensed or qualified to transact business in the State of Nebraska and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. Lessee's exact legal name is as set forth on the execution page hereof. Lessee's federal tax identification number is 30-0683634.

(d) Lessee has been duly authorized to execute and deliver this Amendment, and this Amendment and the Lessee Documents constitute the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(e) Each of the representations, warranties and covenants set forth in the Tax Regulatory Agreement remain true and correct on the date hereof as though made on and as of the date hereof; and

(f) Each of the representations and warranties contained in any Lessee Document is true and correct on the date hereof as though made on and as of the date hereof.

Section 5. Effect of Amendment and Replacement Bond. On and after the Effective Date, each reference in the Lease Agreement and the other Lessee Documents to (a) “this Agreement,” “the Lease Agreement,” “hereunder,” “herein,” “hereof” or words of like import referring to the Lease Agreement shall mean the Lease Agreement as amended by this Amendment, and (b) “the Bond” shall mean the Replacement Bond.

Section 6. No Waiver. Except as expressly set forth herein, this Amendment shall not constitute in any manner a waiver by Bondholder of any of its respective rights under the Lease Agreement or any other Lessee Document, and Bondholder reserves all rights and remedies under the Lease Agreement and the other Lessee Documents.

Section 7. Ratification. As specifically amended herein, the Lease Agreement and the other Lessee Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

Section 8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to choice or conflict of laws rules.

Section 9. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE
FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: 
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC
COMPANIES ENTERPRISES, INC.

By: _____
Title: _____

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL
CORPORATION

By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: _____
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC
COMPANIES ENTERPRISES, INC.

By: Sam Featherston
Title: President

THE COUNTY OF LANCASTER, NEBRASKA

By: _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be executed as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION

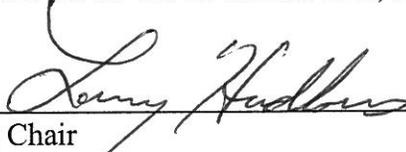
By: GE GOVERNMENT FINANCE, INC., as
subservicer for and on behalf of GENERAL
ELECTRIC CAPITAL CORPORATION

By: _____
Title: Vice President

PCE, INC., as successor-in-interest to PLASTIC COMPANIES ENTERPRISES, INC.

By: _____
Title: _____

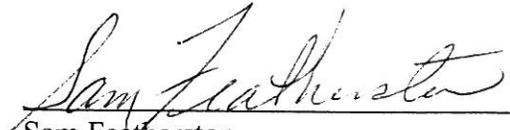
THE COUNTY OF LANCASTER, NEBRASKA

By:  _____
Title: Chair

[EXECUTION PAGE OF FIRST AMENDMENT TO LEASE AGREEMENT]

ACKNOWLEDGMENT OF GUARANTOR

By his execution below, Sam Featherston ("Guarantor"), being the guarantor under that certain Personal Guaranty and Negative Pledge Agreement (the "Guaranty Agreement") dated as of September 1, 2009, does hereby (i) reaffirm his respective obligations, representations, warranties and covenants under the Guaranty Agreement, (ii) confirm that the Guaranty Agreement remains in full force and effect and enforceable against Guarantor and that he has no causes of action at law or in equity against Lender or any other person, including, without limitation, any offset, defense, deduction or counterclaim, with respect to the Guaranty Agreement or the obligations under the Lease Agreement, and (iii) acknowledge and agree that the Guaranty Agreement shall be deemed amended so that the term "Lease Agreement" shall refer to the Lease Agreement, as amended by this Amendment, and as hereafter amended from time to time.



Sam Featherston

Exhibit A to First Amendment

SCHEDULE OF LEASE PAYMENTS

Closing Date: June 25, 2013

Coupon Rate: 3.95%

<u>Payment Date</u>	<u>Payment Number</u>	<u>Lease Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Principal Balance* (2)</u>	<u>Prepayment Amount* (2)</u>
6/25/2013	0	\$ -	\$ -	\$ -	\$ 1,022,085.99	\$ 1,042,527.71
7/1/2013	1	\$ 21,361.69	\$ 20,688.82	\$ 672.87	\$ 1,001,397.17	\$ 1,021,425.11
8/1/2013	2	\$ 21,361.69	\$ 18,065.42	\$ 3,296.27	\$ 983,331.75	\$ 1,002,998.39
9/1/2013	3	\$ 21,361.69	\$ 18,124.89	\$ 3,236.80	\$ 965,206.86	\$ 984,511.00
10/1/2013	4	\$ 21,361.69	\$ 18,184.55	\$ 3,177.14	\$ 947,022.31	\$ 965,962.76
11/1/2013	5	\$ 21,361.69	\$ 18,244.41	\$ 3,117.28	\$ 928,777.90	\$ 947,353.46
12/1/2013	6	\$ 21,361.69	\$ 18,304.46	\$ 3,057.23	\$ 910,473.44	\$ 928,682.91
1/1/2014	7	\$ 21,361.69	\$ 18,364.71	\$ 2,996.98	\$ 892,108.73	\$ 909,950.90
2/1/2014	8	\$ 21,361.69	\$ 18,425.17	\$ 2,936.52	\$ 873,683.56	\$ 891,157.23
3/1/2014	9	\$ 21,361.69	\$ 18,485.81	\$ 2,875.88	\$ 855,197.75	\$ 872,301.71
4/1/2014	10	\$ 21,361.69	\$ 18,546.66	\$ 2,815.03	\$ 836,651.09	\$ 853,384.11
5/1/2014	11	\$ 21,361.69	\$ 18,607.71	\$ 2,753.98	\$ 818,043.38	\$ 834,404.25
6/1/2014	12	\$ 21,361.69	\$ 18,668.96	\$ 2,692.73	\$ 799,374.42	\$ 815,361.91
7/1/2014	13	\$ 21,361.69	\$ 18,730.42	\$ 2,631.27	\$ 780,644.00	\$ 796,256.88
8/1/2014	14	\$ 21,361.69	\$ 18,792.07	\$ 2,569.62	\$ 761,851.93	\$ 777,088.97
9/1/2014	15	\$ 21,361.69	\$ 18,853.93	\$ 2,507.76	\$ 742,998.00	\$ 757,857.96
10/1/2014	16	\$ 21,361.69	\$ 18,915.99	\$ 2,445.70	\$ 724,082.01	\$ 738,563.65
11/1/2014	17	\$ 21,361.69	\$ 18,978.25	\$ 2,383.44	\$ 705,103.76	\$ 719,205.84
12/1/2014	18	\$ 21,361.69	\$ 19,040.72	\$ 2,320.97	\$ 686,063.04	\$ 699,784.30
1/1/2015	19	\$ 21,361.69	\$ 19,103.40	\$ 2,258.29	\$ 666,959.64	\$ 680,298.83
2/1/2015	20	\$ 21,361.69	\$ 19,166.28	\$ 2,195.41	\$ 647,793.36	\$ 660,749.23
3/1/2015	21	\$ 21,361.69	\$ 19,229.37	\$ 2,132.32	\$ 628,563.99	\$ 641,135.27
4/1/2015	22	\$ 21,361.69	\$ 19,292.67	\$ 2,069.02	\$ 609,271.32	\$ 621,456.75
5/1/2015	23	\$ 21,361.69	\$ 19,356.17	\$ 2,005.52	\$ 589,915.15	\$ 601,713.45
6/1/2015	24	\$ 21,361.69	\$ 19,419.89	\$ 1,941.80	\$ 570,495.26	\$ 581,905.17
7/1/2015	25	\$ 21,361.69	\$ 19,483.81	\$ 1,877.88	\$ 551,011.45	\$ 562,031.68
8/1/2015	26	\$ 21,361.69	\$ 19,547.94	\$ 1,813.75	\$ 531,463.51	\$ 542,092.78
9/1/2015	27	\$ 21,361.69	\$ 19,612.29	\$ 1,749.40	\$ 511,851.22	\$ 522,088.24
10/1/2015	28	\$ 21,361.69	\$ 19,676.85	\$ 1,684.84	\$ 492,174.37	\$ 502,017.86
11/1/2015	29	\$ 21,361.69	\$ 19,741.62	\$ 1,620.07	\$ 472,432.75	\$ 481,881.41
12/1/2015	30	\$ 21,361.69	\$ 19,806.60	\$ 1,555.09	\$ 452,626.15	\$ 461,678.67
1/1/2016	31	\$ 21,361.69	\$ 19,871.80	\$ 1,489.89	\$ 432,754.35	\$ 441,409.44
2/1/2016	32	\$ 21,361.69	\$ 19,937.21	\$ 1,424.48	\$ 412,817.14	\$ 421,073.48

3/1/2016	33	\$ 21,361.69	\$ 20,002.83	\$ 1,358.86	\$ 392,814.31	\$ 400,670.60
4/1/2016	34	\$ 21,361.69	\$ 20,068.68	\$ 1,293.01	\$ 372,745.63	\$ 380,200.54
5/1/2016	35	\$ 21,361.69	\$ 20,134.74	\$ 1,226.95	\$ 352,610.89	\$ 359,663.11
6/1/2016	36	\$ 21,361.69	\$ 20,201.01	\$ 1,160.68	\$ 332,409.88	\$ 339,058.08
7/1/2016	37	\$ 21,361.69	\$ 20,267.51	\$ 1,094.18	\$ 312,142.37	\$ 312,142.37
8/1/2016	38	\$ 21,361.69	\$ 20,334.22	\$ 1,027.47	\$ 291,808.15	\$ 291,808.15
9/1/2016	39	\$ 21,361.69	\$ 20,401.15	\$ 960.54	\$ 271,407.00	\$ 271,407.00
10/1/2016	40	\$ 21,361.69	\$ 20,468.31	\$ 893.38	\$ 250,938.69	\$ 250,938.69
11/1/2016	41	\$ 21,361.69	\$ 20,535.68	\$ 826.01	\$ 230,403.01	\$ 230,403.01
12/1/2016	42	\$ 21,361.69	\$ 20,603.28	\$ 758.41	\$ 209,799.73	\$ 209,799.73
1/1/2017	43	\$ 21,361.69	\$ 20,671.10	\$ 690.59	\$ 189,128.63	\$ 189,128.63
2/1/2017	44	\$ 21,361.69	\$ 20,739.14	\$ 622.55	\$ 168,389.49	\$ 168,389.49
3/1/2017	45	\$ 21,361.69	\$ 20,807.41	\$ 554.28	\$ 147,582.08	\$ 147,582.08
4/1/2017	46	\$ 21,361.69	\$ 20,875.90	\$ 485.79	\$ 126,706.18	\$ 126,706.18
5/1/2017	47	\$ 21,361.69	\$ 20,944.61	\$ 417.08	\$ 105,761.57	\$ 105,761.57
6/1/2017	48	\$ 21,361.69	\$ 21,013.56	\$ 348.13	\$ 84,748.01	\$ 84,748.01
7/1/2017	49	\$ 21,361.69	\$ 21,082.73	\$ 278.96	\$ 63,665.28	\$ 63,665.28
8/1/2017	50	\$ 21,361.69	\$ 21,152.12	\$ 209.57	\$ 42,513.16	\$ 42,513.16
9/1/2017	51	\$ 21,361.69	\$ 21,221.75	\$ 139.94	\$ 21,291.41	\$ 21,291.41
10/1/2017	52	\$ 21,361.69	\$ 21,291.41	\$ 70.28	\$ 0.00	\$ 0.00
TOTAL		<u>\$ 1,110,807.88</u>	<u>\$ 1,022,085.99</u>	<u>\$ 88,721.89</u>		

(1) Note: THIS AMORTIZATION SCHEDULE IS NOT TO BE USED FOR PAYOFF PURPOSES.

This Schedule has been prepared on the assumption that each Lease Payment due shall be paid in full and received on its respective due date and any variance from such assumptions or the addition of any other amounts which may become due (e.g., late charges) is not reflected in this Schedule and the actual amortization of the Principal balance due hereunder shall vary accordingly

(2) After payment of the Lease Payment due on such date

FORM OF MODIFIED BOND

\$1,022,085.99

**The County of Lancaster, Nebraska
Industrial Development Revenue Bond
(Plastic Companies Enterprises, Inc. Project),
Series 2009**

No.: R-2

\$1,022,085.99

Maturity Date	Interest Rate
October 1, 2017	3.95%

THE COUNTY OF LANCASTER, NEBRASKA, a body public and corporate duly created and validly existing under the laws of the State of Nebraska (hereafter referred to as "Lessor"), for value received, hereby promises to pay General Electric Capital Corporation, Three Capital Drive, Eden Prairie, Minnesota 55344, or to registered assigns, but solely from the Lease Payments hereinafter described, the principal sum of

ONE MILLION TWENTY-TWO THOUSAND EIGHTY-FIVE AND 99/100 DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Lease Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Lease Agreement dated as of September 1, 2009, as amended by the First Amendment to Lease Agreement (as amended, the "Lease Agreement"), among Lessor, GE Government Finance, Inc. ("GEGF") and Plastic Companies Enterprises, Inc. ("Original Lessee"). GEGF has assigned the Lease Agreement to General Electric Capital Corporation. Original Lessee has merged into PCE, Inc. ("Lessee") with Lessee as the survivor. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

This Bond is payable as to principal and prepayment premium, if any, solely from Lease Payments to be made by Lessee and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Lessor, and this Bond is payable solely from the revenues pledged therefor pursuant to the Lease Agreement, and no moneys of Lessor raised by taxation shall be obligated or pledged for the payment of Lease Payments or any other amounts due under this Bond.

This Bond is subject to prepayment upon the terms and conditions set forth in the Lease

Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Nebraska applicable thereto and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

IN WITNESS WHEREOF, The County of Lancaster, Nebraska has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of June, 2013.

THE COUNTY OF LANCASTER,
NEBRASKA

By: _____
Its: Chair

Attest:

(Deputy) County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor")
hereby sells, assigns and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:
Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member
of a recognized signature guarantee program, i.e. Securities Transfer Agents Medallion Program
(STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange
Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issue in the name of the
Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears
on the face of the within Bond in every particular, without alteration or enlargement or any
change whatever and the Social Security or Federal Employer Identification Number of the
Transferee is supplied.

\$1,065,896.68
The County of Lancaster, Nebraska
Industrial Development Revenue Bond
(Plastic Companies Enterprises, Inc. Project),
Series 2008

No.: R-2

\$1,065,896.68

Maturity Date	Interest Rate
May 1, 2017	3.95%

THE COUNTY OF LANCASTER, NEBRASKA, a body public and corporate duly created and validly existing under the laws of the State of Nebraska (hereafter referred to as "Lessor"), for value received, hereby promises to pay General Electric Capital Corporation, Three Capital Drive, Eden Prairie, Minnesota 55344, or to registered assigns, but solely from the Lease Payments hereinafter described, the principal sum of

ONE MILLION SIXTY-FIVE THOUSAND EIGHT HUNDRED NINETY-SIX AND 68/100
DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Lease Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Lease Agreement dated as of May 1, 2008, as amended by the First Amendment to Lease Agreement (as amended, the "Lease Agreement"), among Lessor, GE Government Finance, Inc. ("GEGF") and Plastic Companies Enterprises, Inc. ("Original Lessee"). GEGF has assigned the Lease Agreement to General Electric Capital Corporation. Original Lessee has merged into PCE, Inc. ("Lessee") with Lessee as the survivor. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

This Bond is payable as to principal and prepayment premium, if any, solely from Lease Payments to be made by Lessee and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Lessor, and this Bond is payable solely from the revenues pledged therefor pursuant to the Lease Agreement, and no moneys of Lessor raised by taxation shall be obligated or pledged for the payment of Lease Payments or any other amounts due under this Bond.

This Bond is subject to prepayment upon the terms and conditions set forth in the Lease Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the

Constitution and laws of the State of Nebraska applicable thereto and that the issuance of this Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE
FOLLOWS]

Specimen

IN WITNESS WHEREOF, The County of Lancaster, Nebraska has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of June, 2013.

THE COUNTY OF LANCASTER,
NEBRASKA

By: *Larry Hudkins*
Its: Chair

Attest:

Coir Battin
(Deputy) County Clerk

Specimen

[EXECUTION PAGE OF SERIES 2008 BOND]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor")
hereby sells, assigns and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFeree

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:
Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issue in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

\$1,022,085.99
The County of Lancaster, Nebraska
Industrial Development Revenue Bond
(Plastic Companies Enterprises, Inc. Project),
Series 2009

No.: R-2

\$1,022,085.99

Maturity Date	Interest Rate
October 1, 2017	3.95%

THE COUNTY OF LANCASTER, NEBRASKA, a body public and corporate duly created and validly existing under the laws of the State of Nebraska (hereafter referred to as "Lessor"), for value received, hereby promises to pay General Electric Capital Corporation, Three Capital Drive, Eden Prairie, Minnesota 55344, or to registered assigns, but solely from the Lease Payments hereinafter described, the principal sum of

ONE MILLION TWENTY-TWO THOUSAND EIGHTY-FIVE AND 99/100 DOLLARS

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Lease Payments, in like coin and currency, interest on the principal sum from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Lease Agreement dated as of September 1, 2009, as amended by the First Amendment to Lease Agreement (as amended, the "Lease Agreement"), among Lessor, GE Government Finance, Inc. ("GEGF") and Plastic Companies Enterprises, Inc. ("Original Lessee"). GEGF has assigned the Lease Agreement to General Electric Capital Corporation. Original Lessee has merged into PCE, Inc. ("Lessee") with Lessee as the survivor. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

This Bond is payable as to principal and prepayment premium, if any, solely from Lease Payments to be made by Lessee and is secured by, among other things, a lien on the Collateral.

This Bond shall not represent or constitute a debt or pledge of the faith and credit of Lessor, and this Bond is payable solely from the revenues pledged therefor pursuant to the Lease Agreement, and no moneys of Lessor raised by taxation shall be obligated or pledged for the payment of Lease Payments or any other amounts due under this Bond.

This Bond is subject to prepayment upon the terms and conditions set forth in the Lease Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Nebraska applicable thereto and that the issuance of this

Bond is in full compliance with all Constitutional and statutory limitations, provisions and restrictions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE
FOLLOWS]

Specimen

IN WITNESS WHEREOF, The County of Lancaster, Nebraska has issued this Bond and has caused the same to be signed by the signature of its authorized representative this __ day of June, 2013.

THE COUNTY OF LANCASTER,
NEBRASKA

By: 
Its: Chair

Attest:


(Deputy) County Clerk

[EXECUTION PAGE OF SERIES 2009 BOND]

Specimen

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor")
hereby sells, assigns and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as attorney to register the transfer of the within Bond on the books kept for
registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e. Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

NOTICE: No transfer will be registered and no new Bond will be issue in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.



NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

Mike Foley
State Auditor

Mike.Foley@nebraska.gov
P.O. Box 98917
State Capitol, Suite 2303
Lincoln, Nebraska 68509
402-471-2111, FAX 402-471-3301
www.auditors.nebraska.gov

STATE OF NEBRASKA
OFFICE OF THE AUDITOR OF PUBLIC ACCOUNTS

July 25, 2013

The office of the Auditor of Public Accounts of the State of Nebraska is in receipt of the bond issuance documents for the County of Lancaster, Nebraska, Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project) Series 2008 and Series 2009. These documents have been filed pursuant to the requirements of Neb. Rev. Stat. § 10-140 (Reissue 2007).

(SEAL)



Kayla Sharp, Bond Registrar

CLOSING CERTIFICATE OF PCE, INC.

We, the undersigned, hereby certify that we are duly elected, qualified and acting officers of PCE, Inc., a Nebraska corporation ("PCE"), and as such we are familiar with the affairs, books and records of PCE. In connection with the execution and delivery of the First Amendment to Lease Agreement dated as of June 1, 2013 and First Amendment to Lease Agreement dated as of June 1, 2013 (collectively, the "Amendments"), both among General Electric Capital Corporation, The County of Lancaster, Nebraska and PCE, Inc., as successor-in-interest to Plastic Companies Enterprises, Inc., we hereby further certify as follows:

1. PCE is a corporation, duly organized and validly existing and in good standing under the laws of the State of Nebraska (the "State") and is duly authorized and qualified and licensed to conduct its operations in all other jurisdictions where failure to be so qualified, authorized and licensed would have a material adverse effect on the conduct of its operations or the ownership of its properties. A certificate of good standing of PCE, certified by the Secretary of State of Nebraska, is attached hereto as Exhibit A. The articles of incorporation of PCE, as amended, certified by the Secretary of State of Nebraska, are attached hereto as Exhibit B, and said articles of incorporation have not been amended, modified or rescinded in any manner and are on the date hereof still in full force and effect. The bylaws of PCE are attached hereto as Exhibit C, and said bylaws have not been amended, modified or rescinded in any manner and is on the date hereof still in full force and effect.

2. The person or persons signing the Amendments on behalf of PCE were on the date or dates of the execution of the Amendments, and are on this date, the duly appointed or elected, qualified and acting officers of PCE, holding the respective offices set forth below their signatures on the execution page of the Amendments, and the signatures on the execution page of the Amendments are their true and genuine signatures.

3. Attached hereto as Exhibit D is a true, correct and complete copy of a resolution of the board of directors of PCE, adopted by the board of directors of PCE at a duly held meeting in which a quorum was present, said resolution does not, and did not, in any manner contravene the articles of incorporation or bylaws of PCE as such articles of incorporation and bylaws now exist and as they existed as of the date of adoption of said resolution; and said resolution has not been amended, modified or rescinded in any manner and is on the date hereof still in full force and effect.

4. The Amendments have been executed and delivered in the name and on behalf of PCE by its duly authorized officers and employees, pursuant to and in full compliance with the resolution of the board of directors of PCE referred to in Paragraph 3 hereof; the copies of said documents are true, complete and correct copies or counterparts of said documents as executed and delivered by PCE, and are in substantially the same form and text as the copies of such documents which were before the board of directors of PCE and approved by said resolution; and

said documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
EXECUTION PAGE FOLLOWS]

DATED: June 25, 2013

[SEAL]

By: Sam Featherston
Name: Sam Featherston
Title: President

By: Sheli Carpenter
Name: Sheli Carpenter
Title: Assistant Secretary

[EXECUTION PAGE OF CLOSING CERTIFICATE OF PCE]

EXHIBIT A TO CLOSING CERTIFICATE OF PCE, INC.

Certificate of Good Standing

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

PCE, INC.

was duly incorporated under the laws of this state on May 4, 2011 and do
further certify that no occupation taxes assessed are unpaid and no biennial
reports are delinquent; articles of dissolution have not been filed and said
corporation is in existence as of the date of this certificate.

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

June 20, 2013


Secretary of State

EXHIBIT B TO CLOSING CERTIFICATE OF PCE, INC.

Articles of Incorporation



**ARTICLES OF MERGER OF
PCE, INC. (SURVIVING CORPORATION)
AND PLASTIC COMPANIES ENTERPRISES, INC.
(MERGING CORPORATION)**

Pursuant to the Nebraska Business Corporation Act and the Texas Business Organizations Code, **PCE, Inc.**, a Nebraska corporation (the "Surviving Corporation"), and **Plastic Companies Enterprises, Inc.**, a Texas corporation (the "Merging Corporation"), set forth and hereby certify the following information is true and accurate:

1. Attached to these Articles of Merger and made a part of them is a true and accurate copy of the Plan of Merger dated May 9, 2011.
2. The Plan of Merger was approved by the undersigned corporations in the manner prescribed by the Nebraska Business Corporation Act and the manner prescribed by the Texas Business Organizations Code.
3. No amendments have been made to the Articles of Incorporation of the Surviving Corporation and no changes to its Articles of Incorporation are desired to be effectuated by the merger.
4. The following information is relevant with the respect to each corporation that is a party to the transaction:

Name of the Merging Corporation: Plastic Companies Enterprises, Inc.,
a Texas corporation.

- A. Shareholder approval was not required.
- B. Shareholder approval was required.

Designation (class or series) of voting group	Number of shares <u>outstanding</u>	Total No. votes entitled <u>to be cast</u>	Total No. of votes cast	
			<u>FOR</u>	<u>AGAINST</u>
Common (There were no other classes of shares, voting or nonvoting.)	165,631	165,631	157,348	0

The number cast for the plan by each voting group was sufficient for approval by that voting group.

Name of the Surviving Corporation: PCE, Inc., a Nebraska corporation.

- A. Shareholder approval was not required.
B. Shareholder approval was required.

Designation (class or series) of voting group	Number of shares outstanding	Total No. votes entitled to be cast	Total No. of votes cast	
			FOR	AGAINST
Common (There were no other classes of shares, voting or nonvoting.)	10	10	10	0

The number cast for the plan by each voting group was sufficient for approval by that voting group.

5. The Plan of Merger and performance of its terms by the Surviving Corporation were duly authorized by all actions required by its constituent documents and by the laws of the State of Nebraska.
6. The approval and adoption of the Plan of Merger by the Merging Corporation was duly authorized by its constituent documents and by the laws of the State of Texas.
7. The effective date of this document is: January 1, 2012.

DATED: November 16th, 2011.

PCE, INC.,
a Nebraska Corporation

By: Sam Featherston
Sam Featherston, President

PLASTIC COMPANIES ENTERPRISES, INC.,
a Texas Corporation

By: Sam Featherston
Sam Featherston, President

**PLAN OF MERGER OF
PLASTIC COMPANIES ENTERPRISES, INC.
AND PCE, INC.**

1. The name of the Surviving Corporation is: PCE, Inc.
2. The name of the Merging Corporation is: Plastic Companies Enterprises, Inc.
3. The terms and conditions of the merger are as follows: Upon the Effective Date, Plastic Companies Enterprises, Inc., a Texas corporation, shall merge into PCE, Inc., a Nebraska corporation, and PCE, Inc. shall be the surviving entity. The Articles of Incorporation of PCE, Inc. will not be amended as a result of the merger and PCE, Inc. shall operate under and be subject to the Nebraska Business Corporation Act. PCE, Inc. shall continue all of the businesses of Plastic Companies Enterprises, Inc. Upon the Effective Date the separate existence of Plastic Companies Enterprises, Inc. shall cease and all of its employees, assets, rights, interests, franchises, trademarks, patents, trade secrets, property (real, personal and mixed), and personal rights in action and any other assets and businesses of Plastic Companies Enterprises, Inc. shall merge and become part of PCE, Inc. without any further transferences, deeds, conveyances, or other actions. All liabilities of every type and manner whatever of Plastic Companies Enterprises, Inc. shall also become those of PCE, Inc. PCE, Inc. will also be responsible for the payment of all fees and franchise taxes of Plastic Companies Enterprises, Inc. to the State of Texas and will be obligated to pay such fees and taxes, including penalties and interest thereon, if they are not timely paid.
4. The manner and basis of converting the shares of the Merging Corporation into shares, obligations or other securities of the Surviving Corporation are as follows: Upon the Effective Date, all outstanding shares of common stock of Plastic Companies Enterprises, Inc., shall be cancelled and converted into the same number of shares of common stock of PCE, Inc. Upon conversion, each stockholder of Plastic Companies Enterprises, Inc., shall hold the identical number of shares (and percentage of ownership), with identical designations, preferences, limitations and relative rights, in PCE, Inc. as they formerly did in Plastic Companies Enterprises, Inc. Stock certificates for the shares of

common stock of PCE, Inc. shall be issued to the stockholders of Plastic Companies Enterprises, Inc. accordingly. Treasury shares of common stock held by Plastic Companies Enterprises, Inc. shall be converted into treasury shares of common stock of PCE, Inc. to be held by PCE, Inc. for future sale and employee stock plan offerings.

5. The Effective Date of the merger shall be January 1, 2012.
6. The Plan of Merger has been approved and adopted by the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation and shall be submitted to a vote of the stockholders of the Surviving Corporation and a vote of the stockholders of the Merging Corporation, all in accordance with the Nebraska Business Corporation Act and the Texas Business Organizations Code.

DATED: May 9th, 2011.

PCE, Inc.,
a Nebraska Corporation
By: Sam Featherston
Sam Featherston, President

Plastic Companies Enterprises, Inc.,
a Texas Corporation
By: Sam Featherston
Sam Featherston, President

ARTICLES OF INCORPORATION
OF
PCE, INC.

The undersigned, acting as the incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation shall be: PCE, Inc.

ARTICLE II

The purpose for which the corporation is organized is to transact any lawful business for which a corporation may be incorporated under the Nebraska Business Corporation Act, as amended from time to time.

ARTICLE III

The aggregate number of shares which this corporation shall have authority to issue is 1,000,000 shares, having a par value of \$.10 each, all of which shall be common stock. All transfers of the shares of this corporation shall be made in accordance with the provisions of the Bylaws of the corporation.

ARTICLE IV

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take action as director except for liability (i) for the amount of a financial benefit received by a director to which he or she is not entitled; (ii) for intentional infliction of harm on the corporation or its shareholders; (iii) for a violation of Neb. Rev. Stat. Section 21-2096; and (iv) for an intentional violation of criminal law.

ARTICLE V

To the extent permitted by law, the corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit proceeding, whether civil, criminal, administrative or investigative, including any

action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of any employee benefit plan, against expenses, including attorney fees, and, except for actions by or in the right of the corporation, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was director, officer, employee or agent of the corporation against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

Any indemnity provided pursuant to this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provisions in the Bylaws.

ARTICLE VI

The shareholders of the corporation shall have preemptive rights.

ARTICLE VII

The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE VIII

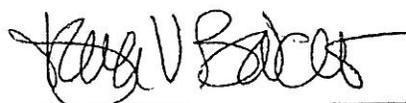
The address of the corporation's initial registered office is 1821 Yolande Avenue, Lincoln, Nebraska 68521 (Lancaster County) and the name of the initial registered agent at such address shall be: Sam Featherson.

ARTICLE IX

The name and street address of the incorporator is as follows:

Dana V. Baker
130 North 16th Street, Suite 100
Lincoln, Nebraska 68508

Dated this 4th day of May, 2011.

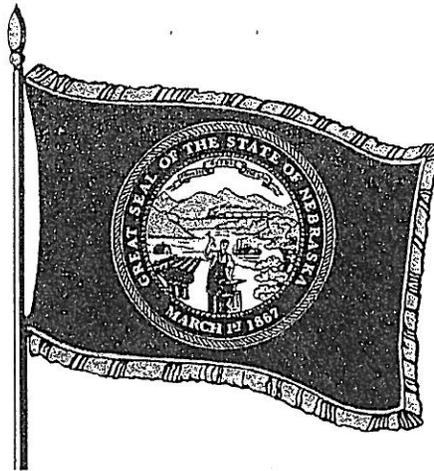


Dana V. Baker, Incorporator

STATE OF

NEBRASKA

United States of America,
State of Nebraska } ss.



Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

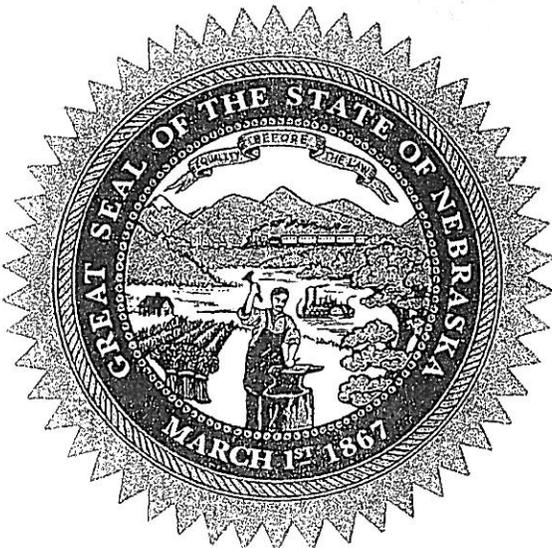
the attached is a true and correct copy of Articles of Incorporation of

PCE, INC.

with its registered office located in LINCOLN, Nebraska, as filed in
this office on May 4, 2011.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State of
Nebraska on May 4, 2011.



John A. Gale
SECRETARY OF STATE

This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.

EXHIBIT C TO CLOSING CERTIFICATE OF PCE, INC.

Bylaws

**BYLAWS
OF
PCE, INC.**

**ARTICLE I
SHAREHOLDERS**

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held at the time and on a day to be selected by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may be properly brought before the meeting. Annual meetings shall be held in the principal office of the corporation in Lincoln, Nebraska, or at such other place, either within or without the State of Nebraska, as shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President, the Board of Directors, or the holders of not less than one-tenth (1/10) of all the shares entitled to vote at a meeting. A request for a special meeting shall state the purposes of the proposed meeting, and business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice. Special meetings shall be held at such place, either within or without the State of Nebraska, and at such date and time as shall be stated in the notice.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the shareholder at the address appearing on the stock transfer books of the corporation, postage prepaid.

Section 4. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting.

In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in the case of a meeting of shareholders, not

less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 5. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order with the address of and the number of shares held by each. For a period of ten (10) days prior to such meeting, the list shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such record or a duplicate thereof, shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders.

Section 6. Quorum. A majority of the outstanding shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. The holders (or their representatives) of a majority of the shares present at a meeting, even though less than a majority of the shares outstanding, may adjourn the meeting from time to time without notice other than an announcement at the meeting, until such time as a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number is required by statute, the Articles of Incorporation or these Bylaws.

Section 7. Proxies. At all meetings of the shareholders, a shareholder may vote either in person or by proxy executed in writing by a shareholder or his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Voting of Shares. Subject to the provisions of Section 9 and 10 of this Article I, each shareholder entitled to vote shall be entitled to one vote for each share of stock held by him or her upon each matter submitted to vote at a meeting of shareholders.

Section 9. Cumulative Voting. At each election for directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him or her for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate said shares and give one candidate as many votes as the number of directors multiplied by the number of shareholder's shares shall equal, or to distribute them upon the same principle among as many candidates as the shareholder shall think fit. Any shareholder who intends to cumulate his or her votes if authorized shall give written notice of his or her intention to the Secretary of the corporation on or before the day preceding the election at which such shareholder intends to cumulate his votes. All shareholders may cumulate their votes if any shareholder gives the written notice provided for herein.

Section 10. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of shareholders and may be stated as such in any articles or document filed with the Secretary of State under applicable state law.

ARTICLE II **DIRECTORS**

Section 1. Number and Qualification. The business and affairs of the corporation shall be managed by a Board of Directors consisting of three (3) directors. The directors need not be a resident of the State of Nebraska, nor a shareholder of the corporation. Although the number and qualifications of the directors may be changed from time to time by amendment to these Bylaws, no change shall affect the incumbent directors during the terms for which they were elected.

Section 2. Election and Tenure. At the first meeting of the shareholders and at the annual meeting every three years thereafter, the shareholders shall elect directors who shall hold office for three year terms and until their successors have been elected and qualified unless their service is earlier terminated because of death, resignation or removal.

Section 3. Vacancies. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or a special meeting of shareholders called expressly for that purpose. Vacancies caused by any other cause may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4. Resignation. Any director may resign from office at any time by delivering his or her written resignation to the Secretary of the corporation, and such resignation shall be effective immediately upon delivery to the Secretary.

Section 5. Removal. At a meeting of the shareholders called expressly for that purpose, directors may be removed in the manner hereinafter provided. Any director, or the entire Board of Directors, may be removed, with or without cause, by an affirmative vote of seventy-five percent (75%) of the number of shares present in person or by proxy at such meeting and entitled to vote at an election of directors. If less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire Board of Directors.

Section 6. Quorum. A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of any business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at any meeting, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 7. Chairman of the Board. The chairman of the Board of Directors, if one be elected by the Board of Directors, shall preside at all meetings of the Board of Directors but shall not have other powers and duties unless otherwise prescribed by the Board of Directors.

Section 8. Annual Meeting. The annual meeting of the Board of Directors shall be held without notice other than this Bylaw immediately following adjournment of the annual meeting of shareholders and shall be held at the same place as the annual meeting of shareholders unless some other place is agreed upon by vote of a majority of the then elected Board of Directors.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Nebraska, as shall from time to time be determined by the Board of Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the chairman of the Board of Directors or the President, by the Secretary on the written request of two (2) directors, and shall be held at the principal office of the corporation or at such other place, either within or without the State of Nebraska, and at such date and time, as the notice may state.

Section 11. Notice. Notice of special meetings shall be in writing and shall be delivered personally or mailed to each director at his or her last known address at least three (3) days prior to the date of holding said meetings. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or

special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 12. Committees. The Board of Directors, by resolution passed by a majority of the entire Board of Directors, may from time to time designate members of the Board of Directors to constitute committees, including an executive committee, which shall in each case consist of such number of directors, not less than two (2), and shall have and may exercise such powers as the Board of Directors may determine and specify in the respective resolutions appointing them, except as limited by Section 21-2094 of the Nebraska Business Corporation Act. A majority of all the members of any such committee may determine its action and fix the time and place of any meeting, unless the Board of Directors shall otherwise direct. The Board of Directors shall have power at any time to change the number and the members of any such committee to fill vacancies and to discharge any such committee.

Section 13. Action without a Meeting. Any action required to be taken at a meeting of the Board of Directors, or of any committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote. The consent may be executed by the directors in counterparts.

Section 14. Voting. At all meetings of the Board of Directors, each director shall have one vote irrespective of the number of shares he or she may hold.

Section 15. Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for serving as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of the executive committee or of special or standing committees may be resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

Section 16. Telephonic Meetings. Members of the Board of Directors or any committee appointed by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 17. Special Vote Requirement. The corporation shall not be allowed to change any management contract; issue additional shares of new stock, sell the business of the corporation or a major portion of the business, change the number of boards members, or make distributions to stockholders each year for Federal Income Taxes without an approval by seventy-five percent (75%) of the Board of Directors.

Section 18. Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings, which shall also be placed in the corporate minute book.

ARTICLE III **OFFICERS**

Section 1. Number and Qualification. The officers of the corporation shall be a President, Vice President (one or more as the Board of Directors shall determine), Secretary and Treasurer and such other officers and agents as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person. The officers of the corporation need not be shareholders of the corporation or residents of the State of Nebraska.

Section 2. Election and Tenure. The officers of the corporation shall be elected by the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have become qualified, or until his or her service is terminated because of death, resignation, removal or otherwise. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 3. Removal. Any officer or agent of the corporation, elected or appointed by the Board of Directors, may be removed at anytime by the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or employee shall not of itself create contract rights. Any officers may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the corporation. Any such resignation shall take effect a the date of the receipt of such notice or at any later specified time, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. General Authority of Officers. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Section 6. Duties and Authority of Officers.

(a) Duties of President. The President shall be the chief executive officer of the corporation, shall have general and active management and control of the business and affairs of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall preside at all meetings of the shareholders and, in the absence of a chairman of the board, at all meetings of the Board of Directors. The President shall call regular and special meetings of the shareholders and directors in accordance with law and these bylaws. The President shall appoint, discharge and fix the compensation of agents and employees other than those appointed by the Board of Directors. The President shall sign all certificates representing shares of stock in the corporation. The President shall perform such other duties as may be prescribed from time to time by the Board of Directors.

(b) Duties of Vice Presidents. The Vice Presidents, in the order of their seniority unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and have the authority and exercise the powers of the President. They shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe, or as the President may from time to time delegate.

(c) Duties of Secretary. The Secretary shall attend all meetings of the Board of Directors and of the shareholders and record all business transacted at such meetings in a minute book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

(d) Duties of Treasurer. The Treasurer shall have custody of the corporation's funds and securities, shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the corporation, and shall deposit all funds and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings thereof or whenever the Board of Directors may require, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the corporation. The Treasurer shall perform such other duties and have such other authority as the Board of Directors may from time to time prescribe or as the President may from time to time delegate. If required by the Board of Directors, the Treasurer shall give the corporation a bond of such type, character and amount as the Board of Directors may require.

(e) Duties of Assistant Secretaries. The Assistant Secretaries, in the order of their seniority unless otherwise determined by the Board of Directors shall, in the absence or disability of the Secretary, perform the duties and have the authority and exercise the

power of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or as the President or Secretary may from time to time delegate.

(f) Duties of Assistant Treasurers. The Assistant Treasurers, in the order of their seniority unless otherwise determined by the Board of Directors shall, in the absence or disability of the Treasurer, perform the duties and have the authority and exercise the power of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or as the President or Treasurer may from time to time delegate. Assistant Treasurers may be required to give bond as required by the Treasurer.

Section 7. Execution of Instruments. All documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged or delivered by such officer and officers or such agent or agents of the corporation and in such manner as the Board of Directors may from time to time determine.

Section 8. Compensation of Officers. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE IV **CERTIFICATES AND SHAREHOLDERS**

Section 1. Form of Certificates. Certificates shall be delivered representing all shares of stock in the corporation to which shareholders are entitled. Certificates for shares of stock of the corporation shall be in such form as shall be required by law and as shall be approved by the Board of Directors. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary. Such certificates shall bear a legend or legends in the form and containing the restrictions required to be stated thereon by the Nebraska Business Corporation Act, other provisions of law, the Articles of Incorporation or the these Bylaws. Certificates shall be consecutively numbered and shall be recorded in the books of the corporation as they are issued. Each certificate shall state on the face thereof the holder's name, the number and the class of shares, the par value of such shares, and such other matters as may be required by law, the Articles of Incorporation or these Bylaws.

Section 2. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate previously issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the loss or destruction. In so doing, the Board of Directors may in its discretion and as a condition precedent to the issuance of a new certificate (a) require the

owner of the lost or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as it shall require and/or (b) to give the corporation a bond (with surety or sureties satisfactory to the corporation) in such sum as it may direct, as indemnity against any claim, or any expense resulting from any claim, that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 3. Transfer of Shares. Shares of stock shall be transferable only on the books of the corporation by the holder thereof in person or by such holder's duly authorized attorney. Upon surrender to the corporation or its transfer agent of a certificate representing shares properly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Record Ownership Conclusive. The corporation shall be entitled to treat the holder of record of any share or shares of stock in the corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it has express or other notice thereof, except as otherwise provided by law or by any stock purchase and redemption agreement to which the stock may be subject, if such agreement has been formally executed or accepted by the corporation.

Section 5. Securities Act Restrictions. Each shareholder, by accepting issuance of stock in the corporation, shall be deemed to have agreed that no transfer thereof may be made under any circumstances until and unless such shares shall have been registered under the Securities Act of 1933 and the Securities Act of Nebraska, or the corporation shall have been provided with an opinion of counsel satisfactory to it that such registration is not required. The provisions of this paragraph shall be reflected by suitable legend on all certificates representing stock in the corporation.

ARTICLE V DIVIDENDS

Section 1. Dividends. Dividends may be declared by the Board of Directors at any regular or special meeting and may be paid in cash, in property, or in shares of the corporation, subject to the provisions of the Articles of Incorporation and the laws of the State of Nebraska. The declaration and payment of dividends shall be at the discretion of the Board of Directors.

Section 2. Reserves. Before payment of any dividend, the Board of Directors may create and set aside funds and reserves such as the directors from time to time and in their absolute discretion think proper to provide for contingencies or to equalize dividends or to repair or maintain any property of the corporation, or for any other purpose they think beneficial to the corporation. The directors may modify or abolish any such reserve or fund in the manner in which it was created.

ARTICLE VI
OTHER PROVISIONS

Section 1. Records. The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders and Board of Directors, and shall keep at its registered office or principal place of business or at the office of its transfer agent or registrar a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the shares held by each.

Section 2. Fiscal Year. The fiscal year of the corporation shall, unless otherwise fixed by resolution of the Board of Directors, be the calendar year.

Section 3. Seal. The corporation shall not have a corporation seal, as the Nebraska Business Corporation Act does not require one. The Board of Directors at their discretion may adopt a corporate seal in the future in such form as may be prescribed by the Board.

ARTICLE VII
PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

Section 1. Indemnification at the Discretion of the Corporation. The corporation may indemnify any person who was, is or is threatened to be, made a named defendant or respondent in a proceeding because the person is or was a director, officer, employee, agent or serving at the request of the corporation as a director, officer, employee or agent, as follows:

(a) Such person may be indemnified against penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but, if the proceeding was brought by or in behalf of the corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding. However, such person may not be indemnified for obligations resulting from a proceeding in which such person is found liable on the basis that personal benefit was improperly received by such person, whether or not the benefit resulted from an action taken in the person's official capacity; or which the person is found liable to the corporation.

(b) Such a person may be indemnified against obligations resulting from the above-listed proceedings only if it is determined that such person conducted himself or herself in good faith and reasonable believed, in the case of conduct in his or her official capacity, that his or her conduct was in the corporation's best interest, and in all other cases that his or her conduct was at least not opposed to the corporation's best interests. In the case of any criminal proceeding, an additional determination must be made that such person had no reasonable cause to believe his or her conduct was unlawful.

(c) A determination of indemnification must be made by a majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding. If such a quorum cannot be obtained, such a determination shall be made by one of the following: (i) a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding; (ii) by special legal counsel selected by vote of a quorum of the members of the Board of Directors or a committee of the Board who, at the time of the vote, are not named defendants or respondents in the proceeding, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or (iii) by the shareholders in a vote that excludes the shares held by persons who are named defendants or respondents in the proceeding.

Section 2. Indemnification for Reasonable Expenses. The corporation shall indemnify a director or officer against reasonable expenses incurred by such person in connection with a proceeding in which such person is a party as a result of his or her position as a director or officer, if such person has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

Determination as to reasonableness of expenses must be made in the same manner as is the determination that indemnification is permissible, as set forth in Section 1 (c) of this Article VII.

The corporation may indemnify employees, agents, or persons who are, or were, serving at the request of the corporation as a director, officer, employee, or agent, against such reasonable expenses as set forth in this Section 2.

If the corporation determines to so indemnify employees, agents, or persons who are, or were, serving at the request of the corporation as a director, officer, employee, or agent, against such reasonable expenses incurred as set forth in this Section 2, determination as to reasonableness of expenses must be made in the same manner as is the determination that indemnification is permissible, as set forth in Section 1 (c) of this Article VII. However, if the corporation determines to so indemnify such person, and the determination is made by special legal counsel, determination as to the reasonableness of expenses must be made by a majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding, or if such a quorum cannot be obtained, by a majority of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who, at the time of the vote, are not named defendants or respondents in the proceeding, or, if such a committee cannot be established, by a majority vote of all directors.

Section 3. Expenses Advanced. The corporation may pay or reimburse in advance of the final disposition of a proceeding any reasonable expenses incurred by a director,

officer, employee, agent, or person serving at the request of the corporation as a director, officer, employee, or agent who was, is, or is threatened to be, made a named defendant or respondent in such a proceeding after the corporation receives a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification as set forth in Section 1 of this Article VII and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met those requirements and a determination that the facts they know to those making the determination would not preclude indemnification under the Nebraska Business Corporation Act.

Expenses for which such a person may be reimbursed under the terms of this Section 3 include expenses incurred in connection with the appearance of such a person as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the proceeding.

Section 4. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent, or serving at the request of the corporation as a director, officer, employee, or agent, against any liability asserted against and incurred by such person in such a capacity or arising out of his or her status as such a person, whether or not the corporation would have the power to indemnify such person against that liability under these Bylaws or the laws of the State of Nebraska.

Section 5. Other Protection and Indemnification. The protecting and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such person may be entitled, under any agreement, insurance policy or vote of shareholders, or otherwise.

Section 6. Notice of Indemnification of or Advance of Expenses. Any indemnification of or advance of expenses to a person in accordance with this Article VII shall be reported in writing to the shareholders with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting pursuant to the Nebraska Business Corporation Act and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

ARTICLE VIII **WAIVER OF NOTICE**

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of the Articles of Incorporation, these Bylaws or the Nebraska Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE IX
AMENDMENTS

Except as otherwise provided by law or by specific provisions of these Bylaws, the Bylaws may be amended or repealed by the Board of Directors or by the shareholders at any annual, regular or special meeting of the Board of Directors or the shareholders.

Dated: May 9th, 2011.

PCE, INC.
By: 
Manuel Zuniga, Secretary

EXHIBIT D TO CLOSING CERTIFICATE OF PCE, INC.

Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LANCASTER, NEBRASKA**

RESOLUTION NO. R-13-0038

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF TWO FIRST AMENDMENTS TO LEASE AGREEMENT AND CLOSING DOCUMENTATION; DELEGATING, AUTHORIZING AND DIRECTING THE CHAIR AND CLERK TO EXERCISE THEIR INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING THE TERMS, PROVISIONS, FORM AND CONTENTS OF EACH OF SUCH DOCUMENTS; PROVIDING FOR THE TIME WHEN THIS RESOLUTION SHALL TAKE EFFECT; AND RELATED MATTERS.

WHEREAS, the Board of Commissioners (the "Board") of The County of Lancaster, Nebraska (the "County") previously adopted Resolution No. R08-___ (the "2008 Authorizing Bond Resolution"), which authorized the issuance of its \$2,100,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2008 (the "Series 2008 Bond"), pursuant to the terms of that certain Lease Agreement dated as of May 1, 2008 (the "2008 Lease Agreement") among the County, GE Government Finance, Inc., as bondholder ("GEGF"), and Plastic Companies Enterprises, Inc., as lessee ("Original Lessee"). The Series 2008 Bond was issued by the County on May 1, 2008;

WHEREAS, the Board previously adopted Resolution No. R09-___ (the "2009 Authorization Bond Resolution"; together with the 2008 Authorizing Bond Resolution, the "Authorizing Bond Resolutions"), which authorized the issuance of its \$1,700,000 Industrial Development Revenue Bond (Plastic Companies Enterprises, Inc. Project), Series 2009 (the "Series 2009 Bond"; together with the Series 2008 Bond, the "Existing Bonds"), pursuant to the terms of that certain Lease Agreement dated as of September 1, 2009, (the "2009 Lease Agreement"; together with the 2008 Lease Agreement, the "Lease Agreements") among the County, GEGF and Original Lessee. The Series 2009 Bond was issued by the County on September 22, 2009;

WHEREAS, Original Lessee has merged into PCE, Inc., a Nebraska corporation ("Lessee") with Lessee as the survivor; and

WHEREAS, Lessee has requested that (a) the County amend the 2008 Lease Agreement pursuant to and as more fully described in a First Amendment to Lease Agreement (the "2008 First Amendment") to be entered into among the County, General Electric Capital Corporation, as successor-in-interest to GEGF, and Lessee and to substitute and replace the Series 2008 Bond with a modified bond evidencing the terms of the obligation as amended by the 2008 First Amendment (the "Modified 2008 Bond"), and (b) the County amend the 2009 Lease Agreement pursuant to and as more fully described in a First Amendment to Lease Agreement (the "2009 First Amendment"; together with the 2008 First Amendment, the "First Amendments") to be entered into among the County, General Electric Capital Corporation, as successor-in-interest to

GEGF, and Lessee and to substitute and replace the Series 2009 Bond with a modified bond evidencing the terms of the obligation as amended by the 2009 First Amendment (the "Modified 2009 Bond"; together with the Modified 2008 Bond, the "Modified Bonds");

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, NEBRASKA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board hereby finds and determines as follows:

(a) The County is duly organized and validly existing as a county and a political subdivision of the State of Nebraska (the "State") with lawful power and authority to pass and adopt this Resolution acting by and through the Board.

(b) The County, in furtherance of the purposes and pursuant to the provisions of Article XIII, Section 2 of the Nebraska Constitution and Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "Act"), and in order to provide for the public welfare and development in the State has proposed and does hereby propose that it execute and deliver the Modified Bonds and enter into the following documents (collectively, the "Financing Documents"):

(i) the 2008 Amendment; and

(ii) the 2009 Amendment.

(c) The Existing Bonds are, and the Modified Bonds will continue to be, special, limited revenue obligations of the County payable solely out of the basic rental payments of the Corporation under the Lease Agreements, as amended by First Amendments, and shall not be a general liability of the County or a charge against its general credit or taxing powers.

(d) The Modified Bonds will not and shall never constitute a debt, liability or general obligation of the State of Nebraska, or any political subdivision, agency or instrumentality thereof, nor will the faith and credit or the taxing power of the State of Nebraska be pledged to the payment of the principal of or interest on the Modified Bonds. Under no circumstance will any tax revenues ever be used to pay any portion of the debt service on the Modified Bonds.

Section 2. Authorization of the Modified Bonds. The County is authorized to execute and deliver the Modified Bonds in substantially the form attached to the First Amendments in exchange for the Existing Bonds. The Modified Bonds shall be secured by and shall have the terms and provisions set forth in the Lease Agreements, as amended by the First Amendments. The Modified Bond shall be dated, shall bear interest at a rate not to exceed 5.00% per annum, and shall mature in principal installments with a final maturity not later than the final maturity date of the Existing Bonds, and shall have such redemption provisions, including premiums, and other terms as set forth in the Lease Agreement, as amended by the First Amendment. The final terms of the Modified Bonds shall be specified in the Lease Agreement, as amended by the First Amendment, upon the execution thereof, and the signatures of the Chair and the Clerk executing

the First Agreements shall constitute conclusive evidence of their approval and the County's approval thereof. The Modified Bonds shall be executed on behalf of the County by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Clerk and shall have the corporate seal of the County affixed thereto or imprinted thereon.

Section 3. Limited Obligations. The Modified Bonds shall be limited obligations of the County payable solely from the sources and in the manner as provided in the Lease Agreements, as amended by the First Amendments, and shall be secured as set forth in the Lease Agreements, as amended by the First Amendments. The Modified Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Nebraska (the "State") or of any political subdivision thereof within the meaning of any constitutional provision or statutory limitation of the State and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreements, as amended by the First Amendment. The issuance of the Modified Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal or redemption price of or interest on the Modified Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the County. No breach by the County of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

Section 4. Authorization and Approval of Documents. Each of the Financing Documents is hereby approved in substantially the forms presented to the County and attached to this Resolution (copies of which documents shall be filed in the records of the County), and the County is hereby authorized to execute and deliver each of the Financing Documents with such changes therein as shall be approved by the Chair or the Clerk and the County Attorney, such officers' signatures thereon being conclusive evidence of their approval and the County's approval thereof.

Section 5. Execution of Modified Bonds and Financing Documents. The Chair and the Clerk are hereby authorized and directed to execute the Modified Bonds by manual or facsimile signature and to deliver the Modified Bonds to the respective bondholder for and on behalf of and as the act and deed of the County in the manner provided in the Lease Agreements, as amended by the First Amendments. The Chair is hereby authorized and directed to execute and deliver the Financing Documents for and on behalf of and as the act and deed of the County. The Clerk or any Deputy Clerk is hereby authorized and directed to attest to the Financing Documents and to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Further Authority. The County shall, and the officers, agents and employees of the County are hereby authorized and directed to, take such further action, and to approve and execute such other documents, certificates and instruments, including, without limitation, any security documents, financing statements, note endorsements, arbitrage certificates, closing certificates or tax forms as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the County with respect to the Modified Bonds and the Financing Documents.

Section 7. Severability. If any one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 8. Section Headings. The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Resolution.

Section 9. Repeal of Conflicting Resolutions. All prior Resolutions of the County or any parts thereof in conflict with any or all of this Resolution are hereby repealed to the extent of such conflict.

Section 10. Effectiveness of Resolution. This Resolution shall take effect and be in full force immediately after its adoption by the Board.

[The remainder of this page intentionally left blank]

PASSED AND ADOPTED this 25th day of June, 2012 at Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COMMISSIONERS OF
THE COUNTY OF LANCASTER,
NEBRASKA

Deb Scharr
Bob Snaper
Larry Hudley
Russell B. [unclear]
Raybould voted aye

APPROVED AS TO FORM
this 24 day of June, 2013.

Brian [unclear]
(Deputy) County Attorney



CORPORATION SERVICE COMPANY

UCC Search Results

Date: 7/11/2013

From: Marisue Kueper

801 Adlai Stevenson Drive
Springfield, IL 62703-4261
Ph: (800) 858-5294
Fx: (800) 345-6059

To: GE GOV - Kutak Rock, LLP
Attn: Shirley Dietrich
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Ph: 402-231-8947
EMail: shirley.dietrich@kutakrock.com

Account: 354580
Clients Ref: EFS
Direct
Government Finance

Search Type: UCC Summary by Debtor Name
State: Nebraska
Jurisdiction: (S.O.S.)
Order No: 77852757
SearchID: 29686520
Thru Date: 07-03-2013
Total Records: 2

Results for: PCE, Inc.
Search Criteria: PCE
Notes: Nebraska is a central indexing state. Search results indicate findings for both state and county information, excluding fixtures.

Search results in this jurisdiction include UCC records, Judgment Liens, Federal Tax Liens and State Tax Liens.

Total cost of search: \$12.00

Search Results:

<u>Id</u>	<u>Filing Num</u>	<u>Filing Cat</u>	<u>Filing Date</u>	<u>Expiration Date</u>	<u>Debtor Name</u>	<u>Secured Party</u>
0001.001	9913717348-6	UCC1	06/21/2013	06/21/2018	PCE, INC. 1821 YOLANDE AVENUE LINCOLN, NE 68521	GENERAL ELECTRIC CAPITAL CORPORATION 3333 HESPER ROAD BILLINGS, MT 59102-6700
0002.001	9913717349-8	UCC1	06/21/2013	06/21/2018	PCE, INC. 1821 YOLANDE AVENUE LINCOLN, NE 68521	GENERAL ELECTRIC CAPITAL CORPORATION 3333 HESPER ROAD BILLINGS, MT 59102-6700

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Similar Name Report

Date: 7/11/2013

From: Marisue Kueper

801 Adlai Stevenson Drive
Springfield, IL 62703-4261
Ph: (800) 858-5294
Fx: (800) 345-6059

To: GE GOV - Kutak Rock, LLP
Attn: Shirley Dietrich
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Ph: 402-231-8947
EMail: shirley.dietrich@kutakrock.com

Account: 354580
Clients Ref: EFS
Direct
Government Finance

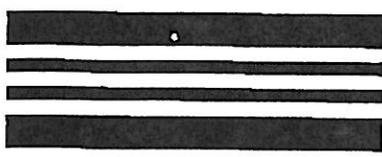
Search Type: UCC Summary by Debtor Name
State: Nebraska
Jurisdiction: (S.O.S.)
Order No: 77852757
SearchID: 29686270
Thru Date: 07-02-2013

Results for: PCE, Inc.
Search Criteria: pce

Search Results:

Similar Name	Address
PCE INTERNATIONAL, INC.	20695 SOUTH WESTERN AVENUE, SUITE 209 TORRANCE, CA 90501

CSC makes no express or implied warranties, guarantees or representations related to this report's accuracy or completeness or regarding the public record data provided by its suppliers. CSC disclaims all liability for direct, indirect, consequential, incidental or special damages arising from the use of or reliance on this report. The customer's sole remedy for any error or omission is limited to a refund of the service fee.



9913717348-6 Pgs: 3
PCE, INC
Filed: 06/21/2013 04:20 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

77003659 - 354580

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Nebraska (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only ONE debtor name (1a or 1b) - do not abbreviate or combine names.

1a. ORGANIZATION'S NAME **PCE, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **1821 Yolande Avenue** CITY **Lincoln** STATE **NE** POSTAL CODE **68521** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Corp.** 1f. JURISDICTION OF ORGANIZATION **NE** 1g. ORGANIZATIONAL ID #, if any **NE 10147749** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ONE debtor name (2a or 2b) - do not abbreviate or combine names.

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only ONE secured party name (3a or 3b)

3a. ORGANIZATION'S NAME **General Electric Capital Corporation**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **3333 Hesper Road** CITY **Billings** STATE **MT** POSTAL CODE **59102-6700** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
The "Collateral", as defined in Exhibit A, attached hereto and made a part hereof.

SEE ATTACHMENTS

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. The FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

77003659



717348-6

EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:
PCE, INC.
1821 YOLANDE AVENUE
LINCOLN, NE 68521

SECURED PARTY:
GENERAL ELECTRIC CAPITAL
CORPORATION
3333 HESPER ROAD
BILLINGS, MT 59102-6700

“COLLATERAL” MEANS (I) THE “EQUIPMENT” (AS DEFINED BELOW), (II) ALL GENERAL INTANGIBLES, SOFTWARE INTANGIBLES AND OTHER PROPERTY RELATING THERETO, (III) ALL ACCESSORIES, ATTACHMENTS, PARTS, EQUIPMENT AND REPAIRS NOW OR HEREAFTER ATTACHED OR AFFIXED OR USED IN CONNECTION WITH ANY OF THE FOREGOING PROPERTY, (IV) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE NOW OR HEREAFTER COVERING ANY OF THE FOREGOING PROPERTY, (V) ALL SECURITIES, FUNDS, MONEYS, DEPOSITS AND OTHER PROPERTY AT ANY TIME HELD IN OR SUBJECT TO ANY ESCROW FUND INTO WHICH THE PROCEEDS OF ANY FINANCING OR REFINANCING BY SECURED PARTY TO DEBTOR WERE DEPOSITED, (VI) ALL ACCESSIONS THERETO, (VII) ALL SUBSTITUTIONS FOR ANY OF THE FOREGOING PROPERTY, AND (VIII) ALL PRODUCTS AND PROCEEDS OF ANY OF THE FOREGOING PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PROPERTY ACQUIRED BY DEBTOR WITH SUCH PROCEEDS).

“EQUIPMENT” MEANS THE EQUIPMENT, GOODS AND OTHER PROPERTY OF DEBTOR FINANCED OR REFINANCED BY SECURED PARTY, AND THE PROPERTY DESCRIBED IN SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF.

DEBTOR HAS WAIVED ANY RIGHT THAT IT MAY HAVE TO FILE WITH THE APPLICABLE FILING OFFICER ANY FINANCING STATEMENT, AMENDMENT, TERMINATION OR OTHER RECORD PERTAINING TO THE COLLATERAL AND/OR SECURED PARTY’S INTEREST THEREIN.

717345-6

SCHEDULE 1

EQUIPMENT	PURCHASE ORDER NUMBER	QUANTITY	VENDOR
Trumpf TruPunch 5000/1300	PO# 3030-02	1	Trumpf Inc.
Trumpf SheetMaster	PO# 3030-02	1	Trumpf Inc.
Trumpf TruBend 5085 SX	PO# 3116-02	2	Trumpf Inc.
Washer, Spray, Three Stage	PO# 3082-02	1	Midwest Finishing Systems
Oven, Combination, Cure/Dry Off	PO# 3082-02	1	Midwest Finishing Systems
Conveyor, Enclosed Track, 400'	PO# 3082-02	1	Midwest Finishing Systems
Room, Environmental	PO# 3082-02	1	Midwest Finishing Systems
Horizon 400 Powder Booth System	PO# 3085-02	1	Nordson Corp.
PRC-300 Rate Controlled Furnace	PO# 3086-02	1	Pollution Control Products Co.
Package II, TruTops Punch Software	PO# 3335-02	1	Trumpf Inc.
Automation Components Software	PO# 3335-02	1	Trumpf Inc.
TruTops Bend Software	PO# 3334-02	1	Trumpf Inc.
PEMSERTER Series 2000 Automatic Fas	PO# 3559-02	1	Colorado Electronic Hardware
PEMSERTER Series 4 Automatic Pneumatic Press	PO# 3559-02	1	Colorado Electronic Hardware
Manual Feed Tooling	PO# 3559-02	1	Colorado Electronic Hardware
Misc. Tooling (see Purchase Order for details)	PO# 3560-02	-	Trumpf Inc.
Sullair 60 hp Air Compressor	PO# 3573-02	1	Peerless Energy System
ACB System	PO# 3577-02	1	Trumpf Inc.
ACB Electronic Feedback Module	PO# 3577-02	1	Trumpf Inc.
Tooling and Dies (see Purchase Order for details)	PO# 3575-02	-	Wilson Tool



9913717349-8 Pgs: 4
PCE, INC.
Filed: 06/21/2013 04:20 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 77002840 - 354 580 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Nebraska (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME PCE, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1821 Yolande Avenue		CITY Lincoln	STATE NE	POSTAL CODE 68521
				COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corp.	1f. JURISDICTION OF ORGANIZATION NE	1g. ORGANIZATIONAL ID #, if any NE 10147749 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME General Electric Capital Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3333 Hesper Road		CITY Billings	STATE MT	POSTAL CODE 59102-6700
				COUNTRY USA

4. The FINANCING STATEMENT covers the following collateral:
The "Collateral", as defined in Exhibit A, attached hereto and made a part hereof.

SEE ATTACHMENTS

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)	All Debtors	Debtor 1	Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						77002840



717349-8

EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:
PCE, INC.
1821 YOLANDE AVENUE
LINCOLN, NE 68521

SECURED PARTY:
GENERAL ELECTRIC CAPITAL
CORPORATION
3333 HESPER ROAD
BILLINGS, MT 59102-6700

“COLLATERAL” MEANS (I) THE “EQUIPMENT” AND THE “ADDITIONAL COLLATERAL” (BOTH AS DEFINED BELOW), (II) ALL GENERAL INTANGIBLES, SOFTWARE INTANGIBLES AND OTHER PROPERTY RELATING THERETO, (III) ALL ACCESSORIES, ATTACHMENTS, PARTS, EQUIPMENT AND REPAIRS NOW OR HEREAFTER ATTACHED OR AFFIXED OR USED IN CONNECTION WITH ANY OF THE FOREGOING PROPERTY, (IV) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE NOW OR HEREAFTER COVERING ANY OF THE FOREGOING PROPERTY, (V) ALL SECURITIES, FUNDS, MONEYS, DEPOSITS AND OTHER PROPERTY AT ANY TIME HELD IN OR SUBJECT TO ANY ESCROW, (VI) ALL ACCESSIONS THERETO, (VII) ALL SUBSTITUTIONS FOR ANY OF THE FOREGOING PROPERTY, AND (VIII) ALL PRODUCTS AND PROCEEDS OF ANY OF THE FOREGOING PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PROPERTY ACQUIRED BY DEBTOR WITH SUCH PROCEEDS).

“ADDITIONAL COLLATERAL” MEANS, SO LONG AS THE HOLDER OF THE BOND IS A GE ENTITY, ALL COLLATERAL SECURING OBLIGATIONS OF DEBTOR TO A GE ENTITY, INCLUDING (WITHOUT LIMITATION) THE COLLATERAL DESCRIBED IN SCHEDULE 2 HERETO.

“EQUIPMENT” MEANS THE EQUIPMENT, GOODS AND OTHER PROPERTY OF DEBTOR FINANCED OR REFINANCED BY SECURED PARTY, AND THE PROPERTY DESCRIBED IN SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.

DEBTOR HAS WAIVED ANY RIGHT THAT IT MAY HAVE TO FILE WITH THE APPLICABLE FILING OFFICER ANY FINANCING STATEMENT, AMENDMENT, TERMINATION OR OTHER RECORD PERTAINING TO THE COLLATERAL AND/OR SECURED PARTY’S INTEREST THEREIN.

717349-8

SCHEDULE 1

EQUIPMENT DESCRIPTION

		Qty
Molding Machines		
80 Ton Molding Machine	Krauss Maffei -- KM80/380 EX (electric)	1
120 Ton Molding Machine	Krauss Maffei -- KM 120/750 EX (high speed electric w/ robot)	1
180 Ton Molding Machine	KM 180/750 EX Molding Machine (electric)	2
Material Handling Controller	Motan Metronet SP-15-1006-0-01	1
Overhead Crane	Nebraska Hoist & Crane 3 Ton, Under running Single Girder Dual Motor, Floor Controlled Crane	2
Weigh Scale Blenders	Motan GC100-4-MSG GRAVInet BLENDER	4
Box Changers	HFA-PLL-CNT-05-X	2
Rapid Grinders	Solo 614 Granulator	4
Wittman Robots	W723 Robot (22lbs Payload)	1
Comfort Tip (Spare)	16 Cavity Tooling	1
Auto Bagger	Rennco 301SF w/ part feed	1
Central Vacuum Unit	Arco Wand Model 14-S7.5 HP	1
Silos	12' dia. X 30' FDA interior epoxy coated skirted silo	1
Geist Manufacturing	Pemsrter Series 2000 press and various options	1
	Label (Laser) Printer	1
Geist Plastics	Laser Printer	1
PCE	IQMS Realtime/warehouse software module	1
	Can Mold machine model 300/700 injection blow molding machine	1

7173498

SCHEDULE 2

ADDITIONAL COLLATERAL

EQUIPMENT	QUANTITY	VENDOR
Trumpf TruPunch 5000/1300	1	Trumpf Inc.
Trumpf SheetMaster	1	Trumpf Inc.
Trumpf TruBend 5085 SX	2	Trumpf Inc.
Washer, Spray, Three Stage	1	Midwest Finishing Systems
Oven, Combination, Cure/Dry Off	1	Midwest Finishing Systems
Conveyor, Enclosed Track, 400'	1	Midwest Finishing Systems
Room, Environmental	1	Midwest Finishing Systems
Horizon 400 Powder Booth System	1	Nordson Corp.
PRC-300 Rate Controlled Furnace	1	Pollution Control Products Co.
Package II, TruTops Punch Software	1	Trumpf Inc.
Automation Components Software	1	Trumpf Inc.
TruTops Bend Software	1	Trumpf Inc.
PEMSERTER Series 2000 Automatic Fas	1	Colorado Electronic Hardware
PEMSERTER Series 4 Automatic Pneumatic Press	1	Colorado Electronic Hardware
Manual Feed Tooling	1	Colorado Electronic Hardware
Misc. Tooling (see Purchase Order for details)	-	Trumpf Inc.
Sullair 60 hp Air Compressor	1	Peerless Energy System
ACB System	1	Trumpf Inc.
ACB Electronic Feedback Module	1	Trumpf Inc.
Tooling and Dies (see Purchase Order for details)	-	Wilson Tool

KUTAK ROCK LLP

**THE OMAHA BUILDING
1650 FARNAM STREET
OMAHA, NE 68102-2186
402-346-6000
FACSIMILE 402-346-1148
www.kutakrock.com**

**ATLANTA
CHICAGO
DENVER
FAYETTEVILLE
IRVINE
KANSAS CITY
LITTLE ROCK
LOS ANGELES
MINNEAPOLIS
OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
SCOTTSDALE
WASHINGTON
WICHITA**

ANDREW P. ROMSHEK
andrew.romshek@kutakrock.com
(402) 231-8797

July 15, 2013

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

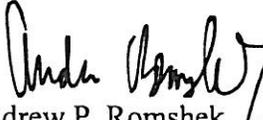
Internal Revenue Service
Ogden, UT 84201

The County of Lancaster, Nebraska
Industrial Development Revenue Bonds
(Plastic Companies Enterprises, Inc. Project)
Series 2008 and Series 2009
(reissued principal amount \$2,087,982.67)

Dear Sir or Madam:

Enclosed pursuant to Section 149(e) of the Internal Revenue Code is the original Form 8038 in connection with the above-referenced financing.

Sincerely,


Andrew P. Romshek

Enclosure

**Information Return for Tax-Exempt
 Private Activity Bond Issues**
 (Under Internal Revenue Code section 149(e))
 ▶ See separate instructions.

Part I Reporting Authority		Check if Amended Return <input type="checkbox"/>
1 Issuer's name The County of Lancaster, Nebraska		2 Issuer's employer identification number 47-60067482
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) County-City Building, 555 South 10th Street	Room/suite 110	5 Report number (For IRS Use Only) 1 <input type="checkbox"/> <input type="checkbox"/>
6 City, town, or post office, state, and ZIP code Lincoln, Nebraska 68508	7 Date of issue (MM/DD/YYYY) 06/25/2013	
8 Name of issue Industrial Development Revenue Bond (Plastics Companies Enterprises Inc. Project) Series 2008 Industrial Development Revenue Bond (Plastics Companies Enterprises Inc. Project) Series 2009	9 CUSIP number N/A	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Dennis Meyer, County Budget Director	10b Telephone number of officer or other employee shown on 10a (402) 441-6869	

Part II Type of Issue (Enter the issue price)	Issue Price
11 Exempt facility bond:	
a Airport (sections 142(a)(1) and 142(c)) - - - - -	11a
b Docks and wharves (sections 142(a)(2) and 142(c)) - - - - -	11b
c Water furnishing facilities (sections 142(a)(4) and 142(e)) - - - - -	11c
d Sewage facilities (section 142(a)(5)) - - - - -	11d
e Solid waste disposal facilities (section 142(a)(6)) - - - - -	11e
f Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions) - - - - -	11f
Meeting 20-50 test (section 142(d)(1)(A)) <input type="checkbox"/>	
Meeting 40-60 test (section 142(d)(1)(B)) <input type="checkbox"/>	
Meeting 25-60 test (NYC only) (section 142(d)(6)) <input type="checkbox"/>	
Has an election been made for deep rent skewing (section 142(d)(4)(B))? <input type="checkbox"/> Yes <input type="checkbox"/> No	
g Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f)) - - - - -	11g
h Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions) - - - - -	11h
Facility Type	
1986 Act section	
i Qualified enterprise zone facility bonds (section 1394) (see instructions) - - - - -	11i
j Qualified empowerment zone facility bonds (section 1394(f)) (see instructions) - - - - -	11j
k District of Columbia Enterprise Zone facility bonds (section 1400A) - - - - -	11k
l Qualified public educational facility bonds (sections 142(a)(13) and 142(k)) - - - - -	11l
m Qualified green building and sustainable design projects (sections 142(a)(14) and 142(l)) - - - - -	11m
n Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m)) - - - - -	11n
o Other (see instructions)	
p Qualified New York Liberty bonds (sections 1400L(d))	11p
q Other (see instructions)	11q
12 a Qualified mortgage bond (section 143(a)) - - - - -	12a
b Other (see instructions)- - - - -	12b
13 Qualified veterans' mortgage bond (section 143(b)) (see instructions) - - - - - ▶	13
Check the box if you elect to rebate arbitrage profits to the United States <input type="checkbox"/>	
14 Qualified small issue bond (section 144(a)) (see instructions)- - - - - ▶	14 2,087,982.67
Check the box for \$10 million small issue exemption <input checked="" type="checkbox"/>	
15 Qualified student loan bond (section 144(b)) - - - - -	15
16 Qualified redevelopment bond (section 144(c)) - - - - -	16
17 Qualified hospital bond (section 145(c)) (attach schedule—see instructions) - - - - -	17
18 Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions) - - - - -	18
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ <input type="checkbox"/>	
19 Nongovernmental output property bond (treated as private activity bond) (section 141(d)) - - - - -	19
20a Other (see instructions)- - - - -	
b New York Liberty Zone advance refunding bond (section 1400L(e)) (see instructions) - - - - -	20b
c Other. Describe (see instructions) ▶	20c

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2017	\$2,087,982.67	\$2,087,982.67	2.0858 years	3.9500%

Part IV Uses of Proceeds of Issue (including underwriters' discount)

				Amount
22	Proceeds used for accrued interest			-0-
23	Issue price of entire issue (enter amount from line 21, column (b))			2,087,982.67
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	-0-	
25	Proceeds used for credit enhancement	25	-0-	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	-0-	
27	Proceeds used to currently refund prior issue (complete Part VI)	27	2,087,982.67	
28	Proceeds used to advance refund prior issue (complete Part VI)	28	-0-	
29	Add lines 24 through 28			2,087,982.67
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			-0-

Part V Description of Property Financed by Nonrefunding Proceeds

Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

31 Type of Property Financed by Nonrefunding Proceeds:		Amount
a	Land	31a
b	Buildings and structures	31b
c	Equipment with recovery period of more than 5 years	31c
d	Equipment with recovery period of 5 years or less	31d
e	Other. Describe (see instructions)	31e

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.

	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a		\$	c		\$
b		\$	d		\$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	2.1098 years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded	years
35	Enter the last date on which the refunded bonds will be called	06/25/2013
36	Enter the date(s) the refunded bonds were issued	05/01/2008 & 09/22/2009

Part VII Miscellaneous

- 37 Name of governmental unit(s) approving issue (see the instructions) ▶ No approval required pursuant to IRC Section 147(f)(2)(D).
- 38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III) ▶
- 39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ▶
- 40a Check the box if you have identified a hedge and enter the following information ▶
- b Name of hedge provider
- c Type of hedge ▶
- d Term of hedge ▶
- 41 Check the box if the hedge is superintegrated ▶
- 42a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) ▶
- b Enter the final maturity date of the GIC. ▶ / /
- c Enter the name of the GIC provider ▶
- 43 Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions) ▶
- 44 Check the box if the issuer has established written procedures to monitor the requirements of section 148 ▶
- 45a Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures) ▶
- b Enter the date the official intent was adopted. ▶
- 46 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user ▶
- Name ▶ PCE, Inc. EIN 30-0683634

Part VIII Volume Caps	Amount
47 Amount of state volume cap allocated to the issuer. Attach copy of state certification. . . .	47
48 Amount of issue subject to the unified state volume cap.	48
49 Amount of issue not subject to the unified state volume cap or other volume limitations:	49 2,087,982.67
a Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	49a
b Under a carryforward election. Attach a copy of Form 8328 to this return	49b
c Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	49c
d Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d 2,087,982.67
50a Amount of issue of qualified veterans' mortgage bonds	50a
b Enter the state limit on qualified veterans' mortgage bonds	50b
51a Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	51a
b Name of empowerment zone ▶	
52 Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification.	52

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Larry Hudkins 6/25/13 ▶ Larry Hudkins

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type Preparer's name Anthony Giancana	Preparer's signature 	Date 7-11-13	Check <input type="checkbox"/> if self-employed	Preparer's PTIN P01076656
Kutak Rock LLP		EIN 47:0597598		
8601 N. Scottsdale Rd., Scottsdale, AZ 85253		Phone no. (480) 429-5000		