

AMENDMENT NO. 4 TO THAT CERTAIN AGREEMENT DATED JULY 23, 2007 BETWEEN THE CITY OF SEAL BEACH AND ENERGY TUBULARS, INC.

This Amendment No. 4, dated November 1, 2019, amends that certain agreement ("Agreement") dated July 23, 2007 between the City of Seal Beach, a California charter city ("City") and Energy Tubulars, Inc., a California Corporation ("ETI").

RECITALS

- A. City and ETI are parties to the Agreement, pursuant to which City provides contingent financial assistance to ETI, and ETI maintains its business in the City.
- B. City and ETI wish to amend the Agreement to extend its operating term as provided herein.

- NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:
- <u>Section 1.</u> Section 1.2 of Article 1 (Definitions) of the Agreement is hereby amended to extend the operating term as follows:
 - "1.2 "Operating Term": the period commencing on the date ETI renews its lease for the Site but in no event later than November 1, 2019 and terminating on October 31, 2024."
- Section 2. All other terms and provisions of the Agreement shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and attested by their proper officers' thereunto.

CITY OF SEAL BEACH

ETI

Jill R. Ingram, City Manager

Robert Braly, President

ATTEST:

Gloria D. Harper, City Clerk

APPROVED AS TO FORM:

Craig R. Steele, City Attorney



AMENDMENT NO. 3 TO THAT CERTAIN AGREEMENT DATED JULY 23, 2007 BETWEEN THE CITY OF SEAL BEACH AND ENERGY TUBULARS, INC.

This Amendment No. 3, dated March 24, 2014, amends that certain agreement ("Agreement") dated July 23, 2007 between the City of Seal Beach, a California charter city ("City") and Energy Tubulars, Inc., a California Corporation ("ETI").

RECITALS

- A. City and ETI are parties to the Agreement, pursuant to which City provides contingent financial assistance to ETI, and ETI maintains its business in the City.
- B. City and ETI wish to amend the Agreement to extend its operating term as provided herein.

- NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:
- <u>Section 1.2</u> of Article 1 (Definitions) of the Agreement is hereby amended to extend the operating term as follows:
 - "1.2 "Operating Term": the period commencing on the date ETI renews its lease for the Site but in no event later than October 1, 2007 and terminating on October 31, 2019."
- Section 2. All other terms and provisions of the Agreement shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their proper officers thereunto.

CITY OF SEAL BEACH

ETI

Robert Braly, President

ATTEST:

Linda Devine, City Clerk

APPROVED AS TO FORM:



AMENDMENT NO. 2 TO THAT CERTAIN AGREEMENT DATED JULY 23, 2007 BETWEEN THE CITY OF SEAL BEACH AND ENERGY TUBULARS, INC.

This Amendment No. 2, dated <u>December 9, 2013</u>, amends that certain agreement, as previously amended, ("Agreement") between the City of Seal Beach, a California charter city ("City") and Energy Tubulars, Inc., a California Corporation ("ETI").

RECITALS

- A. City and ETI are parties to the Agreement, pursuant to which City provides contingent financial assistance to ETI, and ETI maintains its business in the City.
- B. The parties have previously extended the operation term until December 31, 2013. City and ETI have wished to further amend the Agreement to extend its operating term as provided herein.

- NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:
- <u>Section 1.2</u> of Article 1 (Definitions) of the Agreement is hereby amended to extend the operating term as follows:
 - "1.2 "Operating Term": the period commencing on the date ETI renews its lease for the Site but in no event later than October 1, 2007 and terminating on March 31, 2014".
- <u>Section 2.</u> All other terms and provisions of the Agreement shall have full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed and attested by their proper officers thereunto.

ETI

CITY OF SEAL BEACH

JILR. Ingram, City Manager

Robert Braly, President

ATTEST:

Linda Devine, City Clerk

APPROVED AS TO FORM:

AMENDMENT NO. 1 TO THAT CERTAIN AGREEMENT DATED JULY 23, 2007 BETWEEN THE CITY OF SEAL BEACH AND ENERGY TUBULARS, INC.

This Amendment No. 1, dated May 13, 2013, amends that certain agreement ("Agreement") dated July 23, 2007 between the City of Seal Beach, a California charter city ("City") and Energy Tubulars, Inc., a California Corporation ("ETI").

RECITALS

- A. City and ETI are parties to the Agreement, pursuant to which City provides contingent financial assistance to ETI, and ETI maintains its business in the City.
- B. City and ETI wish to amend the Agreement to extend its operating term as provided herein.

- NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:
- Section 1.2 of Article 1 (Definitions) of the Agreement is hereby amended to extend the operating term as follows:
 - "1.2 "Operating Term": the period commencing on the date ETI renews its lease for the Site but in no event later than October 1, 2007 and terminating on December 31, 2013."
- Section 2. All other terms and provisions of the Agreement shall have full force and effect.
- IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto.

CITY OF SEAL BEACH

ETI

JilkR. Ingram, City Manager

Robert Braly, President

ATTEST:

Linda Devine, City Clerk

APPROVED AS TO FORM:

AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of July 33, 2007, is entered into by and between the CITY OF SEAL BEACH, a California charter city (the "City") and ENERGY TUBULARS, INC., a California corporation ("ETI").

RECITALS

- A. ETI is in the business of selling and distributing tubular goods in the petroleum, natural gas, and geothermal industries. ETI currently maintains its corporate headquarters at 3010 Old Ranch Parkway, Suite 400 in the City of Seal Beach (the "Site"). ETI wishes to remain in the City and is in the process of renegotiating its lease of the Site.
- B. The retention of ETI's business at the Site will contribute to the ongoing economic vitality of the City, provide additional jobs, expand the City's tax base, and otherwise improve economic and physical conditions in the City.
- C. In order to induce ETI to maintain its business at the Site, the City is willing to provide contingent financial assistance to ETI as described in this Agreement.
- D. The City Council finds and determines that performance of the City's obligations under this Agreement and the undertakings of ETI required by this Agreement will promote the public, health, safety, and welfare of the citizens of the City and will be of substantial economic benefit to the City.
- E. The City's obligations under this Agreement for any particular fiscal year of the City is contingent upon: 1. ETI's remaining in the City during all of such fiscal year; 2. ETI generating sales and use taxes from operations within the City during all of such fiscal year; and 3. the City's actual receipt of such sales and use taxes generated.

NOW, THEREFORE, in consideration of the promises set forth in this agreement, the City and ETI agree as follows the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

- 1.1 "Fiscal Year": the City's fiscal year, which commences July 1 and ends on June 30 of each calendar year.
- 1.2 "Operating Term": the period commencing on the date that ETI renews its lease for the Site but in no event later than October 1, 2007 and terminating on June 30, 2013.
- 1.3 "Party": any party to this Agreement. The "Parties" shall be both parties to this Agreement.

- 1.4 "Penalty Assessments": penalties, assessments, collection costs, and other costs, fees or charges resulting from late or delinquent payment of Sales and Use Taxes.
- "Sales and Use Taxes": the taxes derived from ETI's business conducted on the Site and allocated to and actually received by the City pursuant to the Uniform Local Sales and Use Tax Law, commencing with California Revenue and Taxation Code Section 7200 et seq., as amended. Sales and Use Taxes shall not include Penalty Assessments, taxes levied by, collected for or allocated to the State of California, the County of Orange, any district or other entity, or any funds paid, granted or allocated to the City by the State of California, the County of Orange, any district or other entity, notwithstanding that such funds received by the City are derived or measured by such other entity based upon taxable sales. For purposes of this Agreement, the term "Sales and Use Taxes" shall not include: (i) any portion of taxes received by the City from the operation of any of the Site that the City may be required to pay, transfer, assign, or allocate to any other entity or entities by virtue of any law now or hereafter existing, or by virtue of any agreement entered into between City and any other governmental entity under California Government Code Section 53084; (ii) the State Board of Equalization's administrative and processing fee attributable to the City's portion of such taxes (calculated at the same percentage of such taxes as applies city-wide); and (iii) any sales tax "over-rides" for transportation and public safety. "Sales and Use Taxes" shall not be considered to have been received by the City until the City is able to confirm receipt of such taxes from the State Board of Equalization.

ARTICLE 2. OBLIGATIONS OF ETI

- 2.1 Renewal of Lease for the Site. On or before October 1, 2007, ETI shall renew its lease for the Site. ETI shall provide the City with a copy of such lease within 10 days of its execution. ETI may from time to time thereafter move its business to another location in the City of Seal Beach; from the date of each such move the new location in the City of Seal Beach shall be deemed to constitute the "Site" for purposes of this Agreement. ETI shall provide the City with 10 days advance notice of any such move.
- 2.2 Operation of Business. Subject to the provisions of Section 5.2 below, at all times during the Operating Term, ETI shall operate its business at the Site. ETI shall use the Site to operate its business in its good faith business judgment, without in any way intentionally attempting to reduce the amount of Sales and Use Taxes generated from the Site or prevent the City from obtaining the benefit of this Agreement. ETI shall use ETI's best efforts to cause the Site to be the point of sale for all of the business's sales.
- 2.3 Local, State and Federal Laws. ETI shall carry out the operation of its business in conformity with all applicable local, state, and federal laws.
- 2.4 Reports. ETI shall provide to the City true and correct copies of all reports filed with the State Board of Equalization by ETI within 10 days after filing every such report, in order to allow the City to preliminarily determine the amount of Sales and Use Taxes paid by ETI on account of sales from the Site; provided, however, that the City shall not be deemed to have received any Sales and Use Taxes until the City's actual receipt thereof.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF ETI

ETI makes the following representations and warranties as of the date of this Agreement:

- 3.1 Enforceability. ETI has full right, power, and authority to execute and deliver this Agreement and all instruments executed pursuant hereto, and to perform the undertakings of ETI contained in this Agreement and all agreements executed pursuant hereto. This Agreement and all agreements executed pursuant hereto constitute valid and binding obligations of ETI which are legally enforceable in accordance with their terms, subject to the application and effect of all governmental requirements including, without limitation, the laws of bankruptcy, creditor's rights exceptions, and equity.
- 3.2 No Breach. None of the undertakings of ETI contained in this Agreement and all agreements executed pursuant hereto violates any applicable governmental requirements, or conflicts with, or constitutes a breach or default under, any agreement by which ETI or the Site is bound or regulated.
- 3.3 Financial Information. All financial information prepared by ETI and delivered to the City by ETI, including, without limit, information relating to ETI or the Site, fairly and accurately represents such financial condition in all material respects as of the date such financial information was prepared. No material adverse change in such financial condition has occurred as of the date of this Agreement from that disclosed in such financial information.
- 3.4 Accuracy. To the best of ETI's knowledge, all documents, reports, instruments, papers, data, information and forms of evidence delivered to the City by ETI with respect to this Agreement and all agreements executed by ETI pursuant hereto are accurate and correct in all material respects, are materially complete insofar as completeness may be necessary to give the City true and accurate knowledge of the subject matter thereof, and do not contain any material misrepresentation or omission by ETI. The City may rely on such reports, documents, instruments, papers, data, information, and forms of evidence without any investigation or inquiry.
- 3.5 Taxes. To the best of ETI's knowledge, ETI has filed all federal, state, county and municipal tax returns required to have been filed by ETI, and has paid all taxes which have become due pursuant to such returns.
- 3.6 Warranties Against Payment of Consideration for Agreement. ETI represents and warrants that ETI has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of ETI. ETI further represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by ETI or any of its agents, employees, or representatives to any elected or appointed official or employee of the City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 3.10 shall automatically terminate this Agreement, without further notice to or action by either Party, and ETI shall immediately refund any reimbursements made pursuant to Article 4 of this Agreement prior to the date of any such termination.

original term which was not fulfilled by reason of ETI canceling this Agreement. The provisions of this Section 5.2 shall survive the cancellation of this Agreement.

ARTICLE 6. GENERAL PROVISIONS

- 6.1 Construction. The Parties acknowledge that each Party has been advised to have this Agreement reviewed by counsel, and agree that each Party and its counsel (and/or such other business and financial advisers as each Party desires) have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- 6.2 Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement, in their entirety, by this reference.
- 6.3 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
- 6.4 No Third Party Beneficiaries. The performance of the Parties' respective obligations under this Agreement is not intended to benefit any Person other than the City and ETI, except as may be expressly provided otherwise in this Agreement. No Person not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as otherwise expressly provided in this Agreement.
- 6.5 Notices, Demands and Communications Between the Parties. Notices, demands and communications between the City and ETI shall be deemed sufficiently given if (i) delivered personally, (ii) dispatched by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally-recognized reputable overnight delivery service to the principal offices of the City and ETI as set forth below (or to such other address as a Party may from time to time designate by notice in accordance with this Section), and shall be deemed received upon delivery or refusal of delivery, if delivered personally, within 3 business days after deposit of same in the United States mail, if mailed, or one business day after deposit of same with a nationally recognized reputable overnight delivery service if sent by such a delivery service.

To ETI:

Energy Tubulars, Inc. 3010 Old Ranch Parkway Suite 400 Seal Beach, CA 90740 Robert Braly, President

ARTICLE 4. FINANCIAL ASSISTANCE

- 4.1 Quarterly Reimbursements. Within 15 days after the City confirms its quarterly receipt of Sales and Use Taxes as defined in Section 1.5, the City shall provide financial assistance to ETI in an amount equal to 20% of such Sales and Use Taxes actually received for that previous quarter.
- 4.2 Annual Adjustment. Promptly after each Fiscal Year that includes a portion of the Operating Term, the City shall determine with respect to that portion of the preceding fiscal year, both the aggregate amount of Sales and Use Taxes actually received by the City and the aggregate amount of quarterly reimbursements made to ETI pursuant to Section 4.1. If for any reason (including but not limited to reporting errors or other adjustments) the aggregate amount of the payments made by the City is less than 20% of Sales and Use Taxes generated during that same period, the City shall pay to ETI an adjustment payment equal to the amount of the deficiency. If for any reason (including but not limited to reporting errors or other adjustments) the aggregate amount of the payments made by the City is more than 20% of Sales and Use Taxes generated during that same period, the amount of the excess shall be applied towards the next quarterly payment due under Section 4.1; except that if any unapplied excess remains after the Operating Term, ETI shall pay the amount of the unapplied excess to the City upon demand.
- 4.3 Reports. The City shall provide to ETI true and correct copies of all reports received from the State Board of Equalization by the City within 10 days after receipt of every such report, in order to allow ETI to preliminarily determine the amount of Sales and Use Taxes received by the City on account of sales from the Site; provided, however, that the City shall not be deemed to have received any Sales and Use Taxes until the City's actual receipt thereof and the City shall provide ETI true and correct copies of all reports of payments received from the State Board of Equalization by the City within 10 days after receipt of every such report.
- 4.4 Disputes. In the event of any dispute regarding the amounts payable under this Article, the Parties shall promptly meet and confer in good faith to attempt to resolve the dispute.

ARTICLE 5. TERMINATION; CANCELLATION

- 5.1 Breach and Remedies. If either Party breaches any material obligation under this Agreement and fails to cure the breach within 30 days after receiving notice of the breach from the other Party (unless the breach cannot be cured within thirty days, in which event the cure period shall be extended so long as the Party commences the cure within the thirty-day period and thereafter diligently pursues the cure to completion), the non-defaulting Party may terminate this Agreement, in addition to all other remedies available at law or in equity.
- 5.2 Cancellation Option. At any time after the third anniversary of the commencement of the Operating Term, ETI may at its option cancel this Agreement so long as ETI terminates all of ETI's operations within the City. If ETI or any affiliate desires to reestablish its operations within the City at any time prior to the fifth anniversary of the commencement of the Operating Term, ETI shall offer to enter into a new Agreement with the City on substantially the same terms as this Agreement for a term equal to the balance of the

With a copy to:

Madden, Jones, Cole & Johnson

111 W. Ocean Blvd., Suite 1300

Long Beach, CA 90802 Attn: Steven A. Jones

To the City:

City of Seal Beach 211 8th Street

Seal Beach, CA 90740 Attn: City Manager

With a copy to:

Richards, Watson & Gershon

355 South Grand Avenue

40th Floor

Los Angeles, California 90071

Attn: Quinn M. Barrow

6.6 Release of City Officials. No member, official, agent, employee, or attorney of the City shall be personally liable to ETI, or any successor in interest of ETI, in the event of any default or breach by the City or for any amount that may become due to ETI or its successors, or on any obligations under the terms of this Agreement. ETI hereby waives and releases any claim it may have personally against the members, officials, agents, employees, consultants, or attorneys of the City with respect to any default or breach by the City or for any amount that may become due to ETI or its successors, or on any obligations under the terms of this Agreement. ETI makes such release with fill knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- 6.7 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the losing party shall reimburse the prevailing Party its actual attorneys' fees incurred in connection with such action. If the City, without fault, is made a party to any litigation instituted by or against ETI, then ETI shall defend the City and save and hold the City harmless from all costs and expenses including attorney's fees incurred in connection with such litigation.
- 6.8 Venue. In the event of any litigation hereunder, all such actions shall be instituted in the Superior Court of the County of Orange, State of California, or in an appropriate municipal court in the County of Orange, State of California, or an appropriate Federal District Court in the Southern District of California.
- 6.9 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- 6.10 Successors and Assigns. The provisions hereof shall be binding upon, and inure to the benefit of, the City and ETI and their successors and assigns, as the case or context may

require; provided, however, that ETI may not assign its rights or obligations under this Agreement without the prior written consent of the City. The City will not unreasonably withhold its consent to an assignment if (i) the assignment results in merely a change in the form of ownership of ETI, or (ii) the assignment is made in conjunction with a sale of substantially all of the business of ETI and the buyer maintains its principal office at the Site.

- 6.11 No Joint Venture. Nothing contained herein shall be construed to render the City in any way or for any purpose a partner, joint venture, or associated in any relationship with ETI, nor shall this Agreement be construed to authorize either Party to act as agent for the other.
- 6.12 Records. The City or any representative or designee thereof may at any time during normal business hours, upon reasonable prior notice, examine the books and records of ETI, or any officer, employee, agent, contractor, affiliate, related person, assignee or franchisee, to the extent that such books and records relate, directly or indirectly, to the determination of Sales and Use Taxes generated from the Site. ETI shall keep the originals or true and correct copies, at ETI's choice, of all such records at the Site or at another location in Orange County, California, reasonably approved by City.
- 6.13 Waiver. The waiver by City or ETI of any breach by the other Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. Either Party's acceptance of any performance by the other Party after the due date of such performance shall not be deemed to be a waiver by either Party of any preceding breach by the other Party of any term, covenant, or condition of this Agreement, regardless of such Party's knowledge of such preceding breach at the time of acceptance of such performance.
- 6.14 Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto and all documents to he executed and delivered pursuant to this Agreement, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof Any waiver, amendment, or modification of any provision of this Agreement must be in writing and signed by both Parties.
- 6.15 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

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CITY:	ETI:
CITY OF SEAL BEACH, a California municipal corporation and general law city	ENERGY TUBULARS, INC., a California corporation
By:	By: BORAD SOLV Name: ROBERT BRALY Its: PRESIDENT
	By:
	Its:
ATTEST:	

APPROVED AS TO FORM:

Tax Revenue Sharing Agreement Reporting Form
* Required
Agreement 1
The name or names of any parties to the tax revenue sharing agreement. * Enter the full name of names of each party.
Energy Tubulars, INC.
The date the tax revenue sharing agreement was executed. * Enter the date (MM/DD/YYYY).
7/23/2007
The date the tax revenue sharing agreement terminated or will terminate, absent any renewal. * Enter the date (MM/DD/YYYY).
10/31/2024
The total dollar amount of rebated sales and use tax revenues by each party to the tax revenue sharing agreement on or after the date of execution of the agreement through and including June 30 of the fiscal year for which information is being reported.*
Enter the full name and total dollar amount for each party.
1600568.96
The total dollar amount of rebated sales and use revenues received by each party to the agreement during the fiscal year for which information is being reported.* Enter the full name and total dollar amount for each party
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