TAX ABATEMENT AGREEMENT
BETWEEN
WICHITA COUNTY, TEXAS
AND
WESTLAKE PIPE AND FITTINGS CORPORATION

This Tax Abatement Agreement (this "Agreement") is entered into by and between Wichita County, Texas (the "County"), duly acting herein by and through its County Judge, and Westlake Pipe and Fittings Corporation, authorized to do business in the State of Texas, acting by and through its duly authorized officers.

Recitals

WHEREAS, on April 17, 2023 the Commissioners Court of the County (the "Commissioners Court") adopted an order (the "Enabling Resolution") establishing certain guidelines and criteria for the designation of reinvestment zones and the entering into of tax abatement agreements pursuant to the Texas Property Redevelopment and Tax Abatement Act, as contained in Chapter 312 of the Local Taxation Title of the Tax Code of the State of Texas (the "Code"); and

WHEREAS, the Enabling Resolution constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by the Code; and

WHEREAS, the Enabling Resolution included a statement by the County that it elects to be eligible to participate in tax abatement; and

WHEREAS, effective as of December 19, 2023, the City of Wichita Falls adopted an order creating and designating the Westlake Reinvestment Zone (the "Zone") in the County for commercial-industrial tax abatement as authorized by the Code; and

WHEREAS, it is in the best interest of the County and its taxpayers, in order to maintain and enhance the commercial and industrial economic and employment base of the Wichita County area, to enter into this Agreement in accordance with the Enabling Resolution and the Code; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (as hereinafter defined), the contemplated improvements to the Premises in the description and amount as set forth in this Agreement and the other terms hereof, are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Enabling Resolution and all applicable law; and

WHEREAS, a copy of this Agreement has been furnished in the manner prescribed by the Code to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to this Agreement are located;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the County, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the retention or expansion of

primary employment and the attraction of major investment in the Zone, which contributes to the economic development of the County and the enhancement of the tax base in the County, and the Owner, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, which consideration includes the tax abatement set forth herein as authorized by the Code, as amended, do hereby contract, covenant and agree as follows:

ARTICLE I
GENERAL PROVISIONS

1.1: The Owner is the owner of the land described in Exhibit A, attached hereto and made a part hereof for all purposes (the "Premises"). (The land may be shown on the tax roll in multiple entity names of Owner.)

1.2: The Premises are located entirely within the boundaries of the County and within the Zone.

1.3: The Premises are not in an improvement project financed by tax increment bonds.

1.4: This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

1.5: The Premises are not owned or leased by any member of the Commissioners Court or by any member of the governing body of any taxing unit joining in or adopting this Agreement.

ARTICLE II
CAPITAL IMPROVEMENTS AND EMPLOYMENT COMMITMENTS

2.1: This Agreement and the Tax Abatement granted hereunder is conditioned on OWNER complying with the capital investment commitments described in Article VI and complying with the employment commitments described in Article VII.

2.2: The owner will construct new manufacturing building onsite (approximately 160,000 sq. ft), to house four new pipe extrusion lines. Building, infrastructure, and utilities will be sized to accommodate a total of six extrusion lines. The anticipated investment in the project is approximately $129,000,000 (See Article VI).

2.3: As a result of this new investment, OWNER anticipates creating 38 new full-time positions (See Article VII).

ARTICLE III
RATE AND DURATION OF TAX ABATEMENT

3.1: (a) The period of tax abatement for the improvements pursuant to this Agreement shall commence on January 1, 2027, and shall continue for a period of 10 years thereafter.

(b) Subject to the terms and conditions set forth in this Agreement, the tangible personal property and other improvements located on the Premises which are described in Exhibit B shall be exempt from taxation by the County in accordance with this Section 3.1.

(c) The percentage of the increased value of the Premises and the appraised value of tangible personal property attributable to the project described in Section 2.2 and Exhibit B which will be exempt from ad valorem taxes for maintenance & operations during each year of the applicable tax abatement period pursuant to this Agreement is as follows:

Year	Percentage
1	60%
2	60%
3	60%
4	60%
5	60%
6	50%
7	50%
8	50%
9	50%
10	50%

3.2: Notwithstanding anything in this Agreement which might be deemed to be to the contrary, the Owner shall have the right to protest and contest any appraisal or assessment of the Premises, or any improvements or tangible personal property or both located thereon, and the tax abatement provided for herein for such improvements and/or tangible personal property shall be applied to the amount of taxes finally determined, as a result of such protest or contest, to be due for such property.

ARTICLE IV
RECORDS AND COST

4.1: The kind, number and location of all proposed improvements are described in Sections 6 and Exhibit B. Prior to April 15, 2027, Owner shall furnish to the County a certificate signed by a duly authorized representative of the Owner setting forth a general description and cost of the personal property and improvements added to the Premises, since the date of the commencement of the improvements. The Owner shall at all times cooperate with representatives of the County so as to enable such representatives to verify the addition of improvements to the Premises and the cost thereof.

4.2: At all times during the term of this Agreement, the County and the Wichita Appraisal District (the "Appraisal District") shall have access to the Premises by County or Appraisal District employees or other representatives for the purpose of inspecting the Premises to verify the addition of equipment and improvements as contemplated by this Agreement; provided, however, that the County or the Appraisal District, as applicable, shall notify the Owner at least 2 days in advance of any such inspection and such inspections shall not interfere with the business operations and safety policies of the Owner with respect to the Premises.

4.3: The Premises and the tangible personal property additions and improvements thereto shall at all times during the term of this Agreement be used in a manner that is consistent with the County's general purpose of encouraging development of the Zone.

4.4: No later than April 15, 2027, Owner shall provide the County and the Appraisal District with an interim report setting forth the status of the improvements, including the description, historical cost and current value of the tangible personal property and other improvements added to the Premises as of December 31, 2026 for which Owner is claiming tax abatement pursuant to this Agreement. Within 180 days after substantial completion of the project described in Section 2.1 but no later than December 31, 2027, Owner shall provide the County with a final report setting forth the final description, historical cost and current value of the tangible personal property and other improvements added to the Premises for which Owner is claiming tax abatement pursuant to this Agreement.

4.5: Throughout the term of this Agreement, Owner shall furnish the County and the Appraisal District with such additional records and information as the County or the Appraisal District may reasonably request to support Owner's tax abatement. This information shall include, but is not necessarily limited to, information regarding improvements for which Owner has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include a property description, an asset number (if applicable), and the date such property was removed or replaced.

4.6: The County and the Appraisal District shall have the right to review and audit at its expense the books and records of the Owner relating to the Premises and the improvements thereon. The County or the Appraisal District shall notify the Owner in advance in writing of its intent to review or audit such records in order to allow the Owner adequate time to make such books and records available on the Premises.

4.7: If applicable, the Owner shall provide the County and/or the Appraisal District with copies of each section of each personal property lease which contains the following information, if any, related to the improvements for which tax abatement is sought pursuant to this Agreement:

(a) The beginning and termination dates of each lease;

(b) The cost of the personal property to which each lease pertains;

(c) The names and addresses of the parties to each lease and the name, address and telephone number of a contact person for each party;

(d) Asset numbers (if applicable) for personal property to which each lease pertains;

(e) The party responsible for property taxes on the leased personal property; and

(f) The termination provisions of each lease.

Copies of the foregoing information from the personal property leases shall be provided to the County and/or the Appraisal District upon written request. In the event that the information exists but is not contained in any particular lease, that information shall be provided with the applicable copies. This subsection is for the purpose of providing the County and/or the Appraisal District

the means to enforce its tax collection and assessment duties, while respecting that each personal property lease may contain proprietary or confidential information, which, if made public, could expose secret patterns and procedures of the Owner to theft. To further the ends of both parties, the County and/or the Appraisal District may inspect, but may not copy, the lease documents upon reasonable notice at a place designated by the Owner in Wichita County, Texas.

4.8: On or before April 15 each year (or such extended date, if any, permitted by law), the Owner shall render the Premises and all of Owner's personal property located thereon to the Appraisal District for ad valorem tax purposes in accordance with applicable law.

4.9: On or before April 15 each year, Owner shall certify to the governing body of the County that the Owner is in compliance with each applicable term of this Agreement.

4.10: In accordance with the requirements of Section 11.43 of the Texas Property Tax Code, in order to qualify for tax abatement pursuant to this Agreement, the Owner must apply for the applicable exemption prior to May 1 each year. The applicable exemption application form must be filed with the Chief Appraiser for the Appraisal District.

4.11: In the event that: (a) the improvements for which an abatement has been granted herein are not completed in accordance with this Agreement; or (b) Owner (and its affiliates) fails to maintain primary employment at the Premises at or near current levels for so long as the equipment constituting part of the improvements remains in place and operational; or (c) Owner allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for protest or contest of such ad valorem taxes; or (d) Owner breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that Owner defaults in its performance of (a), (b), (c) or (d) above, then the County may give Owner written notice of such default, and if Owner has not cured such default within 30 days after receipt of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to any cause beyond the control of Owner, this Agreement may be terminated by the County. As liquidated damages in the event of default and termination of this Agreement, all taxes which otherwise would have been paid to the County without the benefit of abatement pursuant to this Agreement (together with interest charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Property Tax Code, but without the addition of a penalty) will be reinstated and will become a debt to the County and shall be due, owing and paid by Owner to the County within 60 days of the expiration of the above described cure period as a sole remedy of the County, subject to any and all lawful offsets, settlements, deductions or credits to which Owner may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

ARTICLE V
SALE, ASSIGNMENT OR LEASE OF PROPERTY

5.1: The tax abatement provided for herein shall vest in the Owner upon completion of the real property and personal property additions and improvements described in Section 6 and Exhibit B, but, except as hereinafter provided, such tax abatement is not assignable to any new owner or lessee of all or any portion of the Premises without the prior written approval of the County, which approval will not be unreasonably withheld. Notwithstanding the foregoing, the tax abatement provided for herein shall be assignable without prior approval by the County: (i) to any

parent, affiliate, subsidiary or other entity in which the Owner has direct or indirect control or (ii) in connection with any sale of the Premises, or a portion thereof, which are then leased back (for a period at least equal to the remaining term of this Agreement) by the Owner or a parent, affiliate, subsidiary or other entity in which the Owner is in control. For purposes of this Article 5, the term "control" means either: (i) the ownership of 50% or more of the beneficial or economic interest or voting power of the appropriate entity or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

ARTICLE VI
CAPITAL INVESTMENT COMMITMENTS

6.1: This Agreement and the Tax Abatement granted within is conditioned on OWNER complying with the capital investment commitments described in this Article.

6.2: OWNER agrees that its capital investment in the Real Property and Personal Property will be approximately **ONE HUNDRED TWENTY-NINE MILLION DOLLARS ($129,000,000.00)**. The capital investments related to the Real Property contemplated by this Article must be completed on or before December 31, 2026, subject to Force Majeure. The capital investments related to the Personal Property contemplated by this Paragraph 3.02 must be completed on or before January 1, 2027, subject to Force Majeure. Within thirty (30) days following substantial completion of OWNER's proposed improvements to Real Property at the Project site, OWNER must submit to the COUNTY a fully complete and endorsed original Certificate of Completion as to Real Property. A detailed description of the improvements, including the kind and number of the proposed personal property addition, all of which will be located on the Premises, is set forth in the attached Exhibit "B," which is incorporated by reference herein for all purposes. WESTLAKE PIPE & FITTINGS CORP. shall have the right to make alterations and/or substitutions to the project and the personal property fixtures and equipment included therein, so long as the project's cost, scope and projected economic impact of and increase in property value are not substantially reduced.

Within thirty (30) days following substantial completion of OWNER's proposed investment as to Personal Property at the Project site, OWNER must submit to the COUNTY a fully complete and endorsed original Certificate of Completion as to Personal Property (Exhibit E).

6.3: OWNER agrees that all property subject to this Agreement will be located entirely within Wichita County and solely within the Zone.

6.4: OWNER agrees that all construction at the Real Property site will comply with:

a) applicable building codes and ordinances, including but not limited to flood, subdivision, building, electrical, plumbing, fire, ADA, and life safety codes and ordinances, as amended; and

b) applicable city, county, state, and federal laws, rules, regulations, statutes, ordinances, orders, and codes, as amended.

c) OWNER agrees to furnish COUNTY with annual reports in a form satisfactory to COUNTY that is substantially similar to Exhibit D, certifying its compliance with the capital investment commitments contemplated by this Agreement. The annual report must include information on the extent and amount of investment in the Real Property and Personal Property which occurred during the annual period preceding the submission of such reports. OWNER agrees to submit the report by December 31 of each year until such time as it has certified that all of the investments contemplated by this Agreement are completed, after which no further annual reports will be required pursuant to this Section. COUNTY may require that the reports include detailed information on capital expenditures, to include purchase order numbers, vendor names, and dollar amounts paid for all of the capital investments. These reports must be prepared and administered in accordance with generally accepted accounting principles. During the Term, COUNTY and its employees and agents will have access to the Real Property (upon ten (10) business days advance written notice and during normal business hours) for the purpose of inspection to ensure that the investments contemplated by this Agreement have been made and OWNER's facilities are being used for the purposes described in this Agreement. COUNTY representatives may be accompanied by OWNER's representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with OWNER's Business Activities; and (b) comply with OWNER's reasonable security and confidentiality requirements. During the Term, COUNTY and/or the Wichita County Appraisal District and their employees and agents shall have the right to review and audit at their own expense, the books and records of OWNER relating to the Premises and the improvements and personal property thereon. The COUNTY and/or the Appraisal District shall notify the owner in advance and in writing of its intent to review and/or audit such records in order to allow OWNER adequate time to make such books and records available on the Premises. All information provided by OWNER shall be subject to applicable state or federal law or regulation, including the Texas Public Information Act, Texas Government Code § 552.001, et seq. (the "***Act***"). Any information OWNER deems confidential and proprietary must be clearly marked confidential and proprietary as appropriate, and if appropriately marked, the COUNTY will take reasonable steps to protect that information from further disclosure pursuant to applicable law or regulation. Notwithstanding anything to the contrary in this Agreement, the Parties understand and agree that the COUNTY is a political subdivision of the State of Texas and the Act shall control over the release or disclosure of all tangible information under this Agreement and the COUNTY shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General regarding any such disclosure or release.

ARTICLE VII
EMPLOYMENT COMMITMENTS

7.1: This Agreement (and the Tax Abatement granted hereunder) is conditioned upon OWNER creating and maintaining the agreed number of Employment Positions within Wichita

County and in the Zone and complying with the additional employment commitments described in this Article during the Term.

7.2: OWNER represents that as of November 16, 2023, it had sixty-four (64) employees in permanent Employment Positions in Wichita County, Texas (the "***Employment Baseline***").

7.3: As further consideration supporting this Agreement, OWNER covenants and agrees that it will create and fill not less than thirty eight (38) new Employment Positions in Wichita County over and above the Employment Baseline (the "***Employment Commitment***") as follows:

EMPLOYMENT COMMITMENT		
Title	**No. of Positions**	**Commitment Date**
Ops Manager	1	Q4/2025
Admin.	1	Q4/2025
Supervisors	4	Q1/2026
Leads	4	Q1/2026
Operators	8	4 – Q1/2026 4 – Q1/2027
Expeditor	4	Q1/2026
Maint. Supervisor	1	Q4/2025
Maint. Shift Techs	4	Q1/2026
Tool & Die	1	Q1/2026
Maint. Techs	2	1 – Q2/2026 1 – Q1/2027
Shipping Lead	1	Q2/2026
Shipping Loaders	2	1 – Q2/2026 1 – Q2/2027
Shipping Clerk	1	Q2/2026
Wrapper	0	Initially, task would be absorbed by existing plant headcount.
Grinder	1	Q2/2026
Quality Lead	1	Q1/2026
Quality Techs	2	2-Q2/2026

OWNER further covenants and agrees that once its Employment Commitment is achieved pursuant to the schedule outlined above, it will maintain not less than the cumulative total number of Employment Positions, above the Employment Baseline, in the Zone as described by the above Employment Commitment Schedule ("***Total Employment Positions***") through the Term. OWNER further covenants and agrees that the average base salary of the positions in the above Employee Commitment Schedule will be approximately $60,000 annually.

7.4: OWNER must not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, disability, or political belief or affiliation.

7.5: OWNER agrees to comply with all applicable federal and state laws governing the employer-employee relationship including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, and Title I and V of the Americans with Disabilities Act.

7.6: OWNER must furnish COUNTY with annual reports substantially similar to Exhibit D certifying its compliance with the Employment Commitment and each annual report must include information on the number of new Employment Positions created and the total number of Employment Positions then filled in the Zone. OWNER further agrees that the reports will certify the number of Wichita County residents employed by OWNER and the salaries of the individuals in the Employment Positions in the Zone. OWNER agrees to submit the reports by March 31st (covering the period January 1 through December 31) for each year of the Term of this Agreement. With at least ten (10) days prior notice to OWNER, OWNER must grant COUNTY and its employees and agents reasonable access to payroll records and related backup information, wherever maintained, for the limited purpose of verifying the information provided in the reports outlined above. Provided, however, that COUNTY shall not have any right or ability to obtain copies of OWNER's records or remove any information or documents from OWNER's files. Similarly, COUNTY shall not have the ability to obtain copies or otherwise review records or files that are protected by the trade secret privilege, the attorney-client privilege, as attorney work product, or by any applicable state or federal law, statute, or regulation. COUNTY representatives may be accompanied by OWNER representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with OWNER's Business Activities; and (b) comply with OWNER's reasonable security and confidentiality requirements. All information provided by OWNER shall be subject to applicable state or federal law or regulation, including the Act. Any information OWNER deems confidential and proprietary must be clearly marked confidential and proprietary as appropriate, and if appropriately marked, the COUNTY will take reasonable steps to protect that information from further disclosure pursuant to applicable law or regulation. Notwithstanding anything to the contrary in this Agreement, the Parties understand and agree that the COUNTY is a political subdivision of the State of Texas and the Act shall control over the release or disclosure of all tangible information under this Agreement and the COUNTY shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General regarding any such disclosure or release.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1: All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be properly given when delivered personally to any of the hereinafter designated addressees or the named representatives thereof, or when mailed by

prepaid certified mail, return receipt requested, addressed to such party at the respective addresses set forth below:

If to the County:

Wichita County Courthouse
900 7th Street
Room 260
Wichita Falls, TX 76301
Attention: County Judge

If to the Owner:

Westlake Pipe and Fittings Corp.
2801 Post Oak Blvd. #600
Houston, TX 77056

with a copy to:

Merit Advisors LLC
801 E. California St.
Gainesville, TX 76240
Attn: Daron Fredrickson

8.2: This Agreement was authorized by an order of the Commissioners Court adopted at its meeting on February 6, 2024 authorizing the County Judge to execute this Agreement on behalf of the County.

8.3: This Agreement was entered into by the Owner acting through one or more duly authorized officers of the Owner.

8.4: In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.5: Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default if such is the case, the remaining term of this Agreement, the levels of tax abatement then in effect, and such other matters reasonably requested by the parties to receive the certificate.

8.6: The Owner, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any part hereof or any of the underlying ordinances, resolutions, or Commissioners Court actions authorizing the same, and the Owner shall be entitled to intervene in any such litigation.

8.7: After the Owner has satisfied the conditions set forth in this Agreement, the tax abatement provided for herein shall continue for the duration of this Agreement and shall not be

lost through force majeure events such as acts of God, fire, tornado, earthquake or other events or circumstances beyond the Owner's reasonable control.

8.8: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action pursuant to this Agreement shall be in a state district court in Wichita County, Texas. This Agreement is fully performable in Wichita County, Texas.

8.9: An executed copy of this Agreement in recordable form shall be recorded in the Real Property Records of Wichita County, Texas.

8.10: Other taxing units in which the Premises are located may join in the execution of this Agreement by executing a signatory page acknowledging the joinder of such taxing unit and granting tax abatement by such taxing unit in accordance with the terms and conditions hereof; an executed and acknowledged copy of each such signatory page shall be attached to this Agreement.

8.11: This Agreement may be executed in multiple counterparts, none of which must be signed by all of the parties hereto, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank/signature page to follow]

WICHITA COUNTY, TEXAS

By_____
Jim Johnson, County Judge

ATTEST:

Annette Stanley, County Clerk Wichita County, Texas

By_____, Deputy Clerk

THE STATE OF TEXAS §
§
COUNTY OF WICHITA §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Jim Johnson, County Judge of Wichita County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Wichita County, Texas, that he was duly authorized to perform the same by appropriate order of the Commissioners Court of Wichita County, and that he executed the same as the act of the said county for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of April, 2024.

NOTARY PUBLIC'S SEAL:

M EZZELL
Notary Public, State of Texas
Notary ID 13352691-4
My Commission Exp. 01-11-2026

_____
Notary Public for the
State of Texas

Westlake Pipe and Fittings Corp.

By _____

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Derrick Cyprian, being the V.P. Tax for Westlake Pipe & Fittings Corp., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Westlake Pipe and Fittings Corp. and that he executed the same as the act for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of April, 2024.

NOTARY PUBLIC'S SEAL:

KIZZY JOSTINE THOMPSON
Notary Public, State of Texas
Comm. Expires 07-06-2024
Notary ID 132553011

_____
Notary Public for the
State of Texas

EXHIBIT A

Property Address	Legal Description
3348 Industrial Dr	Blk 1 Amoco S/D & 4.34 Ac A-324
902 Radio Ln	17.435 Acs Tr 7 Abst. 40
3319 Industrial Dr	Lot 2 Blk 3 Replat Beverly Industry
3325 Industrial Dr	Lot 3 Blk 3 Replat Beverly Industry
3331 Industrial Dr	Lot 4 Blk 3 Replat Beverly Industry
3337 Industrial Dr	Lot 5 Blk 3 Replat Beverly Industry
3343 Industrial Dr	Lot 6 Blk 3 Replat Beverly Industry
3349 Industrial Dr	Lot 7 Blk 3 Replat Beverly Industry
3355 Industrial Dr	Lot 8 Blk 3 Replat Beverly Industry
3348 Industrial Dr	Business Personal Property At 3348 Industrial
3303 Industrial Dr	Lot 1-A Replat Blk 3 Beverly Industry
812 Loop 11	Lot 1-B Replat Blk 3 Beverly Industry
3311 Industrial Dr	Lot 1 Blk 3 Replat Beverly Industry
812 Loop 11 X	12.539 Ac Abst. 324


Westlake Reinvestment Zone
IOWA PARK RD
RADIO LN
INDUSTRIAL DR
SUNSET LN
LOOP 11
902
3346
3355
3349
3343
3337
3331
3325
3319
3311
3303
812 Loop 11 X
812
3308
3300
3228

EXHIBIT B

CAPITAL IMPROVEMENTS

Westlake Pipe & Fittings Corporation

Wichita Falls Expansion

Plant Site	Cost	Type
Buildings	54,418,110.00	BLDG
Machinery & Equipment	74,442,865.00	M&E
Sub-total	**128,860,975.00**	
Real Estate	62,000.00	Land
Total Spend	**128,922,975.00**	

EXHIBIT C

County of Wichita Tax Abatement Compliance Report

Personal Property Improvements	
Expenditures associated with the personal property improvements to your facility during _____ through_____.	
1. Improvements occurring during reporting period.	$
2. Improvements existing **prior to** reporting period.	$
3. Total personal property improvements (Add responses from 1 and 2).	$
4. Wichita Appraisal District Tax Account Number.	
Real Property Improvements	
Expenditures associated with the real property improvements during _____ through _____.	
5. Improvements occurring during reporting period.	$
6. Improvements existing **prior to** reporting period.	$
7. Total real property improvements (Add responses from 5 and 6).	$
4. Wichita Appraisal District Tax Account Number.	
Jobs Created	
Full-time jobs created during _____ through _____.	
8. Jobs created during reporting period.	
9. Jobs existing **prior to** reporting period.	
10. Total number of jobs created as a result of the Tax Abatement Agreement (Add responses from 8 and 9).	
11. Minimum hourly wage of full-time permanent employment positions (required under Section 4.04).	$
12. Percentage of employment positions earning a cash wage meeting the average hourly wage standard (required under Section 4.05).	
Additional Representations	
13. Percentage of new employment positions occupied by Wichita County residents during reporting period (required under Section 4.06).	
14. Goodwill benefits provided or planned to be provided to the Wichita County community (pursuant to Section 5.01). Attach a printed description of goodwill benefits to this report with the company name as the title.	

Exhibit D

CERTIFICATION OF ANNUAL TAX ABATEMENT COMPLIANCE REPORT

DATE: _____, 20___
AFFIANT: _____
_____
_____

Unless defined herein, each capitalized term or phrase used in this Certification of Annual Tax Abatement Compliance Report ("***Certification***") will have the meaning ascribed to such term or phrase in the Tax Abatement Agreement dated April 16, 2024 ("***Tax Abatement Agreement***") between Westlake Pipe & Fittings Corp. ("***Affiant***") and Wichita County, Texas ("***County***"), which is incorporated herein by reference for all purposes.

The person signing this Certification of Annual Tax Abatement Compliance Report has been duly sworn. Under oath, the undersigned swears the following information is true and correct:

1. Authority of Affiant. The undersigned person has been duly authorized by Affiant to sign this Certification as its agent and representative and deliver it to the County in accordance with the terms of the Tax Abatement Agreement.

2. Description of Affiant's Obligations. Affiant entered into the Tax Abatement Agreement with the County wherein the County agreed to abatement of the taxes on Affiant's Personal and Real Property as incentive for Affiant to make certain capital investments described in the Tax Abatement Agreement and create and fill a specified number of Employment Positions in the Zone and at the Project site.

3. Representations of Affiant. Affiant swears that (i) the capital investments described in the Tax Abatement Agreement have been made, (ii) substantial completion (except for minor "punch-list" items) of Affiant's facilities occurred on or before _____, 202__, and (iii) as of the date of this Certification, no breach of any of the terms, conditions, representations or warranties contained in the Tax Abatement Agreement has occurred without cure by Affiant.

4. Liability for False Statements. Affiant is aware that the County is relying upon the truth and accuracy of this Certification and that Affiant will be liable to the County for all damages, attorney's fees, and other expenses incurred because of any false statement contained in this Certification.

AFFIANT: _____
Printed Name: _____

SWORN AND SUBSCRIBED to before me on this _____ day of _____, 2020, by _____.

[seal]

_____
Notary Public, State of Texas

Exhibit E

CERTIFICATE OF COMPLETION

DATE: _____, 20___
AFFIANT: _____
_____
_____

Unless defined herein, each capitalized term or phrase used in this Certificate of Completion of construction ("***Certificate of Completion***") will have the meaning ascribed to such term or phrase in the Tax Abatement Agreement dated April 16, 2024 ("***Tax Abatement Agreement***") between Westlake Pipe & Fittings Corp. ("***Affiant***") and Wichita County, Texas ("***County***"), which is incorporated herein by reference for all purposes.

The person signing this Certificate of Completion has been duly sworn. Under oath, the undersigned swears the following information is true and correct:

1. Authority of Affiant. The undersigned person has been duly authorized by Affiant to sign this Certificate of Completion of construction as its agent and representative and deliver it to the County in accordance with the terms of the Tax Abatement Agreement.

2. Description of Affiant's Obligations. Affiant entered into the Tax Abatement Agreement with the County wherein the County agreed to abatement the taxes on Affiant's Personal Property as incentive for Affiant to make certain capital investments described in the Tax Abatement Agreement and create and fill a specified number of Employment Positions in the Zone and at the Project site.

3. Representations of Affiant. Affiant swears that (i) the capital investments described in the Tax Abatement Agreement have been made, (ii) substantial completion (except for minor "punch-list" items) of Affiant's facilities occurred on or before _____, 202___, and (iii) as of the date of this Certificate of Completion, no breach of any of the terms, conditions, representations or warranties contained in the Tax Abatement Agreement has occurred without cure by Affiant.

4. Liability for False Statements. Affiant is aware that the County is relying upon the truth and accuracy of this Certificate of Completion and that Affiant will be liable to the County for all damages, attorney's fees, and other expenses incurred because of any false statement contained in this Certificate of Completion.

AFFIANT: _____
Printed Name: _____

SWORN AND SUBSCRIBED to before me on this _____ day of _____, 2024, by _____.

[seal]

_____
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF WICHITA

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Wichita County, Texas.

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Annette C. Stanley, County Clerk
Wichita County, Texas