

WALKER COUNTY FACILITY USE POLICY

Application No. FR 2023-87

Facility Requested: Lawn area around Courthouse Date Requested: 8/25, 9/8, 9/15, 9/22,

Time(s): 8/24, 9/7, 9/14, 9/21, 10/5, 10/26 at 6pm 10/6, 10/27

The facility will be used for the following purpose(s): and pick up any Saturday morning afternoons.

display Huntsville Hornets flags around courthouse.

It is hereby understood and agreed that the below named individual or organization(s) will assume responsibility for the repair or replacement of any Walker County premises and/or equipment which might be damaged during the license period. It is also understood that the security deposit may be forfeited for failure to comply with the Walker County Facility Use Policy.

Licensee: Huntsville Hornets Booster Club Signed by: Jennifer Harrison organization

Printed Name: Jennifer Harrison Phone: [REDACTED]

Address: [REDACTED]

Rental Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_

Please return forms and fees to: Liz Jan at [ejan@co.walker.tx.us](mailto:ejan@co.walker.tx.us) or

Walker County, Office of the County Judge, 1100 University Ave., Huntsville, Texas, 77340.

For Office Use Only

Date Received: 7/28/23 By: A. Hargis

Court Approval date: \_\_\_\_\_ Request: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Special Requirements:

WALKER COUNTY FACILITY USE POLICY

Application No. 2023-107

Facility Requested: Parking lot on University Ave Date Requested: 10-07-23

Time(s): 7:00am- 5:00 pm

The facility will be used for the following purpose(s):

Fundraiser for Huntsville Wrestling Club. Charge for parking.  
(Juvenile and DA parking lots)

It is hereby understood and agreed that the below named individual or organization(s) will assume responsibility for the repair or replacement of any Walker County premises and/or equipment which might be damaged during the license period. It is also understood that the security deposit may be forfeited for failure to comply with the Walker County Facility Use Policy.

Licensee: Huntsville Wrestling Club Signed by: Tim Cook

Printed Name: Tim Cook Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_

Please return forms and fees to: Liz Jan at [ejan@co.walker.tx.us](mailto:ejan@co.walker.tx.us) or

Walker County, Office of the County Judge, 1100 University Ave., Huntsville, Texas, 77340.

For Office Use Only

Date Received: July 31, 2023 By: Elizabeth Jan

Court Approval date: \_\_\_\_\_ Request: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Special Requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WALKER COUNTY FACILITY USE POLICY

Application No. F-2023-108

Facility Requested: Walker County Courthouse & Walker County Annex Date Requested: 08/03/23

Time(s): 8/11/23 thru 8/17/23

The facility will be used for the following purpose(s):

yard signs that spell out "Bartlett Kickoff", for SHSU.

It is hereby understood and agreed that the below named individual or organization(s) will assume responsibility for the repair or replacement of any Walker County premises and/or equipment which might be damaged during the license period. It is also understood that the security deposit may be forfeited for failure to comply with the Walker County Facility Use Policy.

Licensee: Sam Houston State University Signed by: M. Brander Cooper

Printed Name: Mark Brander Cooper Phone: [REDACTED]

Address: [REDACTED]

Rental Fee: na Deposit: na

Please return forms and fees to: Liz Jan at [ejan@co.walker.tx.us](mailto:ejan@co.walker.tx.us) or

Walker County, Office of the County Judge, 1100 University Ave., Huntsville, Texas, 77340.

For Office Use Only

Date Received: Aug. 3, 2023 By: A Hargis

Court Approval date: \_\_\_\_\_ Request: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Special Requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Proposal



**BENNIE WILEY PAINT CONTRACTOR**  
Residential & Commercial  
21 Merlin Spur  
Huntsville, TX 77320  
Phone (936) 295-6660 • Cell (936) 662-1045

PROPOSAL SUBMITTED TO

Walker Co c/o Larry Whither

STREET

580 I 45 North

CITY, STATE and ZIP CODE

Huntsville Tx 77320

PHONE

936-668-9682

DATE

7-14-23

JOB NAME

Walker A's office Exterior

JOB LOCATION

1036 11th St, Hunts, TX 77340

**We Propose** hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Nine Thousand Three hundred fifty <sup>NO</sup> ~~five~~ dollars (\$ 9350 <sup>00</sup>)

Payment to be made as follows:

upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized  
Signature

*Bennie Wiley*

Note: This proposal may be  
withdrawn by us if not accepted within

30

days.

We hereby submit specifications and estimates for:

Scope of work Specified on Scope Sheet  
scrape & prep windows for painting  
Caulk all wood seams - Glaze all Tiles where glaze is missing  
Apply wood hardener To exposed wood surfaces - Apply one coat of  
primer and 2 coats of paint to each window and frame  
Handicap railing will be cleaned primed and painted 2 coats  
of metal paint oil based substituted for latex To prevent  
Premature fading - Sand hollow metal doors excluding dock  
door and apply 2 coats of metal paint  
Clean entry ceiling - prep and apply one coat of primer  
and 2 coats of Paint  
All colors To be matched or chosen by appointee

## Acceptance of Proposal

- The above prices, specifications  
and conditions are satisfactory and are hereby accepted. You are authorized to do the  
work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

# McCaffety Electric Co., Inc.

P.O. Box 163  
Huntsville, TX 77342-0162  
Telephone: (936) 295-2831  
Fax: (936) 291-6313

April 7, 2023  
Walker County Purchasing  
1301 Sam Houston, Suite 235  
Huntsville TX 77340

D.A.  
Electric

Buy Board # 638-21

Attn: Larry Whitener  
Phone: 936-668-9682  
Fax: 293-1595

**Reference: DA Panel 120/230 volt**

McCaffety Electric is pleased to submit an estimate on the Electrical Scope of Work

Note: Our quotation includes the following

120/230 Nema 1 panel with S cover  
6- 20 amp breakers  
2- J boxes with 3 circuits each  
100 amp feed from existing Cutler Hammer panel  
Core drill with fire caulk  
Labor

\$ 3250.00

This quotation is good for thirty (30) days. Payment terms are net 30 upon receipt of Invoice.

If you have any questions please call Robert McCaffety at McCaffety Electric, 936-295-2831.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project/Purchase Order Number



REMIT TO:  
ABLE GLASS HUNTSVILLE  
1300 AVE Q.  
HUNTSVILLE, TX 77340  
PHONE: 936 295 5784 FAX: 936 295 7345  
FED. TAX ID:

Order Date: 07-21-23 Taken by: 254 Installer: REPRINT # 1  
Invoice Date: Invoiced by: W/O #: 05210207  
Invoice #:

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|     |                                |       |                        |
|-----|--------------------------------|-------|------------------------|
|     | INSURER / BILL TO:             | TERMS | INSURED / SHIP TO:     |
| 328 | WALKER COUNTY AUDITOR'S OFFICE | 30    | ADULT PROBATION CENTER |
|     | ATTN: ACCOUNT PAYABLE          |       | 705 FM 2821 RD W       |
|     | PO BOX 1260                    |       | HUNTSVILLE, TX 77320   |
|     | HUNTSVILLE, TX 77342-1260      |       | Home - 936 668 9682    |

936 436 4940  
ORDERED BY: LARRY

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| QTY | PART      | CLR DESCRIPTION   | LIST | PRICE   | EXT-PRICE |
|-----|-----------|---|------|---------|-----------|
| -   | MEASURE   | MEASURE FOR 2 BULLET RESISTANT GLASS WINDOWS  |      |         |           |
| 1   | MISC      | 35 3/4" X 32" - 1 3/16" LEVEL 1 BULLET RESITANT<br>GLASS WITH A 6" HOLE CUTOUT  |      | 1913.16 | 1913.16   |
| 1   | MISC      | 36" X 24" - 1 3/16" LEVEL 1 BULLET RESISTANT<br>GLASS WITH A 6" HOLE CUTOUT   |      | 1576.76 | 1576.76   |
| 2   | MISC      | SATIN ANODIZED 1 3/16" SASH   |      | 178.60  | 357.20    |
| 2   | MISC      | 6" LEVEL 1 BULLET RESISTANT SPEAK THRU COVER  |      | 492.32  | 984.64    |
| 1   | LABR(HTX) | LABOR TO REMOVE (2) EXISTING SLIDING WINDOWS AND<br>INSTALL (2)NEW BULLET RESISTANT FIXED WINDOWS -<br>1/2" GAP AT BOTTOM |      | 695.00  | 695.00    |

AUTOMOBILE INFORMATION

-----  
YEAR :  
MAKE :QUOTED  
MODEL :  
STYLE :  
VEH ID :  
LIC # :  
UNIT # :  
MILEAGE:

TOTAL MATL 4831.76  
TOTAL LABR 695.00  
SUBTOTAL 5526.76  
SALES TAX R/S  
TOTAL CHGS 5526.76

JOB SCHEDULED FOR:

QUOTED

TOTAL DUE 5526.76

Signature

Date

Not responsible for items left over 30 days

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## Lonestar Interiors

## Proposal



Matthew Johnson  
936.662.9186

**BILL TO**

705 FM 2821 Rd W  
Huntsville TX 77320 USA

**SHIP TO**

705 FM 2821 Rd W  
Huntsville TX 77320 USA

| SKU#/ITEM NO.                        | DESCRIPTION   | AMOUNT      |
|--------------------------------------|---|-------------|
| Adhesive                             | Adhesive for carpet and vct for WC Adult Probation Center | \$1,250.00  |
| Armstrong VCT general Price          | ARM VCT Gen Price - color TBD                             | \$288.12    |
| Cove base installation               | Cove base Installation                                    | \$4,363.68  |
| Flexco General Tile to Carpet Joiner | General Price - Color TBD                                 | \$182.40    |
| General Cove Base Flexco             | General Flexco Cove Base - Color TBD                      | \$1,860.03  |
| Glue down commercial carpet demo     | Glide down commercial carpet demo                         | \$5,186.21  |
| Installation of carpet tiles         |   | \$10,446.80 |
| Tile special 101-72.00#531           | 03 - 6M   | \$7,734.67  |
| Trim Install                         | Trim Install  | \$116.99    |
| VCT Installation                     | VCT installation  | \$261.92    |
| WB-60030oz                           | Cove base adhesive 30oz tube                              | \$251.25    |
|                                      | Material  | \$11,566.47 |
|                                      | Labor   | \$20,375.59 |
|                                      | Tax 0.0%  | \$0.00      |
|                                      | Total   | \$31,942.06 |

**INSTRUCTION**

Material deposit due before start of job.  
Final invoice due after job is complete.



**WALKER COUNTY / ZENNER USA, INC.**

**CHAPTER 381**

**ECONOMIC DEVELOPMENT AGREEMENT**

This Chapter 381 Economic Development Agreement ("*Agreement*") is made and entered into by and between Zenner USA, Inc., a foreign for-profit corporation registered and licensed to do business in Texas ("*Company*"), and WALKER COUNTY, TEXAS, a Texas political subdivision ("*County*").

**RECITALS**

A. The County is authorized by Chapter 381 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in Walker County; and

B. The Company intends to relocate its operations to the Property; and

C. "Property" means the real property located at 1981 Quality Boulevard, within the corporate limits of Huntsville, Texas 77320, and more generally described in the attached Exhibit "A"; and

D. The County has determined that substantial economic benefit, including the generation of additional property taxes and the creation of new opportunities of employment, will accrue to the County as a result of the Company's development and continued use of the Property, the installation of additional equipment, and the development and operation of the Company's business on the Property; and

E. The County has authorized the County Judge to make a grant of services to the Company to (i) relocate to the Property and make capital investments in the County, and (ii) to create new full-time jobs at its facility (together, the "*Project*"); and

F. Increasing the Company's capacity in and relocating to the County will promote economic development and stimulate business and commercial activity in the County, will create jobs, and will expand the tax base; and

G. The Project will consist of the relocation of manufacturing operations to the County from California. This includes the investment of \$3.5 million and the creation of 50 net new jobs in the County; and

H. Company accepts the County's grant of services in the form of a financial grant equivalent to property taxes owed by the company due to the Project and agrees that if Company chooses the County for the Project, it will be in accordance with the terms and conditions set forth in this Agreement, and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Company agree as follows:

**I.**  
**Authority and Condition Precedent**

1.1 County Authority: The County represents that its execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code and constitutes a valid and binding obligation of the County.

1.2 Company Authority: Company represents that its execution and performance of this Agreement constitutes a valid and binding obligation of the Company in the event the Company proceeds to locate the Project in the County. The County acknowledges that the Company is acting in reliance upon the County's performance of its obligations under this Agreement, among other consideration, in making its decision to invest its funds and expand employment in the County.

1.3 Condition Precedent: The Company and the County agree that all obligations stated in this Agreement shall be contingent upon the Company's selection of the County for location of certain manufacturing operations.

**II.**  
**Company Obligations**

2.1 After the Effective Date (defined in **Section 4.01**) Company shall begin development on the Project on the Property.

2.2 Creation and Maintenance of New Full-Time Equivalent Jobs.

(a) Company shall create at least 50 "New Full-time Equivalent Jobs" by December 31, 2024, and shall maintain at least such number of New and Existing Full-time Equivalent Jobs until December 31, 2031. For purposes of this Agreement, "*New Full-time Equivalent Jobs*" means full-time jobs created in or relocated to the County during or after the completion of the relocation to the County.

(b) If Company does not timely satisfy the job creation and maintenance provisions for any year as set forth in the preceding **Section 2.2(a)**, the Company shall have a cure period of 90 days after the end of the applicable year to create the requisite number of Jobs. Additional time may be granted by the County for good cause as determined by the County.

2.3 Local Business Participation. In an effort to further stimulate and positively impact the local economy, the Company shall use commercially reasonable efforts to provide local small businesses and minority-, women- and veteran-owned businesses, an equal opportunity to participate as suppliers for materials and services purchased by Company for use at the Project site.

2.4 Compliance with Walker County Regulations. For the construction of the Project, or the construction or remodeling of the Project in the future, the Company will comply with all applicable Walker County regulations applicable to such construction or remodeling as of the date of such work.

2.5 Certificate of Compliance and Inspection.

- (a) "Certificate of Compliance" means the written certification by the Company under which it warrants to the County that it is in full compliance with each of its obligations under this Agreement, including the number of Jobs maintained by the Company for the preceding year under Section 2.2 of this Agreement. The Certificate shall be substantially in the form and contain the information specified in the sample Certificate attached to this Agreement as Exhibit "B".
- (b) The Company shall deliver to the County on or before April 1 of each year, beginning April 1, 2025, during the term of this Agreement, a Certificate of Compliance.
- (c) In the Certificate of Compliance, the Company shall warrant to the County that it is in full compliance with each of its obligations under this Agreement.
- (d) The County, and/or its representative(s) including third-parties contracted by the County, has the right to inspect all relevant records of the Company as are reasonably necessary to verify compliance with all requirements of this Agreement, provided the County and its representatives use their best efforts to minimize any interference or disruption in the Company's business operations and agree to the confidentiality requirements set forth in Section 4.16 below. Inspections shall be preceded by at least two weeks' notice in writing to the Company and shall be conducted during the Company's normal business hours or at such other time as may be mutually agreed to by the parties.

2.6 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("*Undocumented Worker*"). During the term of this Agreement, the Company shall notify the County of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received pursuant to this Agreement, together with interest at the rate of 5% per annum from the date of each payment of an economic development grant, shall be repaid by the Company to the County not later than the 120th day after the date the County notifies the Company of the violation. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, contractor, consultant, unrelated third-party vendor or supplier or franchisee, or by a person with whom the Company contracts.

2.7 Failure to Meet Obligations. In the event that the Company fails to fulfill its obligations under the performance terms above, after receipt of notice and expiration of the cure period described in Section 4.04 below, the County may, at as its sole and exclusive remedy, terminate this Agreement, whereupon the County shall not be required to perform, and the Company shall not be entitled to receive any further performance by the County under this Agreement, provided, however that the Company shall be obligated to pay the County for any inspection or permitting services by the County before the termination of this Agreement.

### III. County Obligations

3.1 Economic Development Incentive. In consideration of the Company's performance of each of its obligations under this agreement, the County provides the following:

- a. A grant to the Company equivalent to property taxes paid to the County on all property tax accounts for each property tax account **beyond the base 2023 value** for real property tax account 29034, according to the following schedule:
  - a. Year 1 = 100% (2024)
  - b. Year 2 = 100% (2025)
  - c. Year 3 = 100% (2026)
  - d. Year 4 = 80% (2027)
  - e. Year 5 = 60% (2028)
  - f. Year 6 = 40% (2029)
  - g. Year 7 = 20% (2030)
- b. Payments under this agreement shall be made by the County within thirty (30) days of the receipt and verification of the annual Certificate of Compliance as shown in Exhibit "B".

### IV. General Terms

4.1 Effective Date and Term. This Agreement shall become enforceable and be effective upon the final date of execution by both parties (the "*Effective Date*"). Unless this Agreement is terminated earlier in accordance with its terms, the Company obligations to perform under this Agreement shall be completed by December 31, 2024. If the Project has not been completed by December 31, 2024, then the County's sole and exclusive remedy shall be to terminate this Agreement and to receive from the Company payment for all inspections and permits already issued by it for the Project. This Agreement shall terminate on December 31, 2031, or upon payment by the County of the final amount due under Section 3.1.1 above.

4.2 This Agreement shall not be construed as a commitment, issue, pledge, or obligation of any specific taxes or tax revenues for the provision of services to the Company.

- a. The payments to be made to the Company or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute under applicable Texas law, subject to any applicable limitations or procedural requirements.

4.3 Representations and Warranties. The County represents and warrants to the Company that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the County that it has the requisite authority to enter into this Agreement.

4.4 Default. Subject to the Company's right to cure under **Section 2.2(b)**, if either the County or the Company should default in the performance of any of their respective obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of 90 days after the receipt of said notice to cure such default, prior to instituting

an action for breach or pursuing any other remedy for default. If the Company defaults on any obligation under this Agreement, the County's sole and exclusive remedy shall be to terminate this Agreement and receive from the Company payment for all grants already issued by the County for the Project.

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered, or revoked by written instrument signed by the County and the Company.

4.6 Binding Effect This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4.7 Assignment. Except as provided below, the Company may not assign all or part of its rights and obligations to a third party without prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary, the Company may assign all or part of its rights and obligations without the prior consent of the County (i) to an affiliate of the Company and, (ii) to a third-party lender advancing funds for the acquisition, construction, or operation of the Company's facilities, or (iii) to a third-party acquiring the Company or substantially all of the assets of the Company.

4.8 Termination. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Notwithstanding anything herein to the contrary, the Company may terminate this Agreement at any time upon written notice to the County. In such event, the parties shall have no further rights or obligations hereunder other than those accruing prior to such termination, subject to the Company having to pay the County for any inspection or permitting services provided to the Company prior to any termination date.

4.9 Notice. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**ZENNER USA, INC.**  
15280 Addison Rd., Ste. 240  
Addison, TX 75001  
Attn: Richard Sanders  
Phone: (772) 285-1035  
Email: rsanders@zennerusa.com

**COUNTY:**  
County Judge Colt Christian  
1100 University Ave  
Room 204  
Huntsville, TX 77340  
Phone: 936-436-4910  
Fax: 936-436-4914

Either party may designate a different address at any time upon written notice to the other party.

4.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.

4.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Walker County, Texas.

4.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

4.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

4.14 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

4.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Company or the Project.

4.16 Public and Confidential Information. Information provided by or on behalf of the Company under or pursuant to or in connection with this Agreement (including, but not limited to, the terms of this Agreement and any and all non-public information provided by the Company) shall be maintained as confidential to the extent allowed by law. If the Company's proprietary, financial, or trade secret information is requested under the Texas Public Information Act, the County shall promptly notify the Company of such request and shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. Other public records and information provided to the County and its representatives to verify compliance with this Agreement shall be available for public inspection.

4.17 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

|             |                                |
|-------------|--------------------------------|
| Exhibit "A" | Description of Property        |
| Exhibit "B" | Certificate of Compliance Form |

4.18 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

[SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

EXECUTED by the authorized representatives of the parties on the dates indicated below to be effective as of the Effective Date \_\_\_\_\_.

**WALKER COUNTY**

**ATTEST:**


\_\_\_\_\_  
By: Colt Christian, County Judge

\_\_\_\_\_  
Kari French, Walker County Clerk

Approved as to Form:

\_\_\_\_\_  
Will Durham, Criminal District Attorney

**Zenner USA, Inc.**

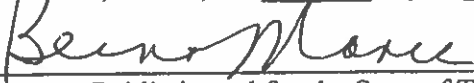
By:   
Name: Richard SANDERS  
Title: President

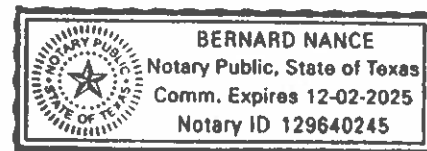
**ACKNOWLEDGMENT**

STATE OF TEXAS §

COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Richard Sanders, who after first being by me duly sworn, acknowledged and stated the witness has executed the above and foregoing document for the purposes and consideration therein expressed, and in the capacity therein expressed, and with full authority to so act, on this, the 3rd day of August, 2023.

  
Notary Public in and for the State of Texas  
My commission expires: 12/2/2025





QUALITY BLVD.

AMENDED LOT 3A

SURVEYED 2173 ACRES

[illegible]

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AMENDED LOT 3A, BLOCK 1  
SECTION 2, HENDERSON LAND CO

In the City of Huntsville  
WILEY PARKER SURVEY, A 37  
Walker County, Texas

**Scale 1" = 50 Feet**

[illegible]

## Exhibit "B"

### CERTIFICATE OF COMPLIANCE

WALKER COUNTY / ZENNER USA, INC. (TOGETHER WITH ITS AFFILIATES  
AND SUBSIDIARIES) CHAPTER 381 ECONOMIC DEVELOPMENT  
AGREEMENT DATED \_\_\_\_\_ (THE AGREEMENT)

COMPANY: Zenner USA, Inc.

REPORTING YEAR: January 1 through December 31, \_\_\_\_\_ YEAR # \_\_\_\_ (up to  
Year 7)

#### 1.0 Employment

1.1 Total number of Full-Time Equivalent Jobs at facility for reporting year 20\_\_\_\_.  
The Agreement requires 50 Full-Time Equivalent Jobs by December 31, 2024, and the same  
number thereafter for the following seven full years (Section 2.2).

There were \_\_\_\_\_ Full-time Equivalent Jobs by \_\_\_\_\_.

1.2 At any time during the reporting year did the number of Full-time Equivalent Jobs fall below  
the numbers required under Sections 2.2 of the Agreement?

☐ Yes

☐ No

If the company answered yes to question 1.2, did the company re-establish or replace  
the required numbers of Full-time Equivalent Jobs within 90 days after the date of  
the termination or elimination that caused the number Full-time Equivalent Jobs to  
fall below the required amounts?

☐ Yes

☐ No

#### 2.0 Local Business Participation

2.1 Is the Company in compliance with using commercially reasonable efforts to provide  
local small businesses and minority owned and veteran owned businesses an equal opportunity  
to participate as suppliers for materials and services purchased by Company?

☐ Yes

☐ No

#### 3.0 Texas Government Code Chapter 2264

3.1 Is the Company in compliance with Section 2.6 of the Agreement?

☐ Yes

☐ No

#### 4.0 Additional Covenants

4.1 Is the Company in compliance with the other provisions of the Agreement?

☐ Yes

☐ No

I, \_\_\_\_\_ the authorized representative for \_\_\_\_\_, hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that \_\_\_\_\_ complied fully with the Chapter 381 Economic Development Agreement during the reporting year, including Section 2.4 regarding compliance with City Regulations and Section 2.6 regarding Texas Government Code Chapter 2264.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

