



**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.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

Section 1. 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

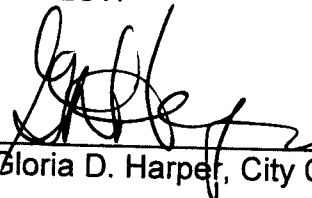


Jill R. Ingram, City Manager

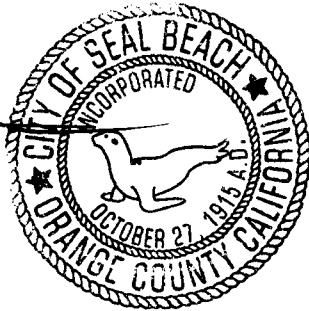


Robert Braly, President

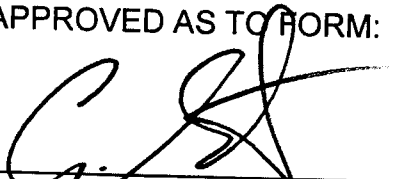
ATTEST:



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.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

Section 1. 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 **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



Jill R. Ingram, City Manager



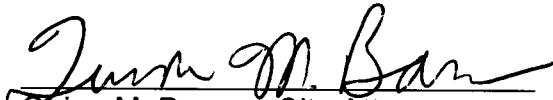
Robert Braly, President

ATTEST:

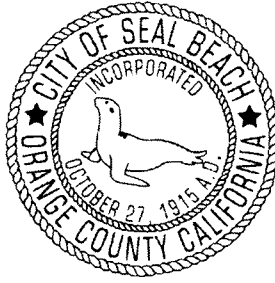


Linda Devine, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney



**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 December 9, 2013, 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.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

Section 1. 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 March 31, 2014".

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 Second Amendment to be executed and attested by their proper officers thereunto.

CITY OF SEAL BEACH



Jill R. Ingram, City Manager

ETI



Robert Braly, President

ATTEST:



Linda Devine, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

**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.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to amend the Agreement as follows:

Section 1. 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




Jill R. Ingram, City Manager



Robert Braly, President

ATTEST:



Linda Devine, City Clerk

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of July 23, 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.

1.5 “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.

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 re-establish 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 full 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 be 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.

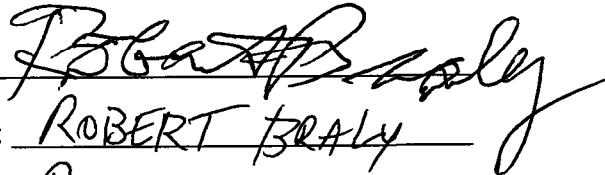
CITY:

CITY OF SEAL BEACH, a California municipal corporation and general law city

By: 
David N. Carmany, City Manager

ETI:

ENERGY TUBULARS, INC., a California corporation

By: 
Name: ROBERT BRALY
Its: PRESIDENT

By: _____

Name: _____

Its: _____

ATTEST:


City Clerk

APPROVED AS TO FORM:

By: 
Quinn M. Barrow, City Attorney

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

11348

The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by each party to the agreement. *

*

Enter the full name and percentage for each party. If no percentage is used, enter 0.

20

The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by any other person that is not a party to the agreement. *

Enter the percentage for each person that is not a party to the agreement. If there is no such person or if no percentage is used, enter 0.

0

Is the information about the tax revenue agreement that was just reported published on your website's homepage as required by subdivision (b) of RTC section 7213? *

Yes

No

Do you have another tax revenue sharing agreement to report? *

Tax Revenue Sharing Agreement Reporting Form

Regulation 1808 requires every local agency to electronically complete and submit a tax revenue sharing agreement reporting form to the Department by April 30 of each year to report the tax revenue sharing agreement information required to be reported by Revenue and Taxation Code (RTC) section 7213 for the immediately preceding fiscal year.

To complete this form, you will need the following information:

- Your local agency's jurisdiction code number.
- The end date of the fiscal year (e.g., June 30, 2024) for which information is being reported.
- Whether your local agency rebated sales and use tax revenue pursuant to a tax revenue sharing agreement as defined in Regulation 1808 during the fiscal year for which information is being reported.

If your local agency rebated sales and use tax revenue pursuant to one or more tax revenue sharing agreements during the fiscal year for which information is being reported, you will also need the following information regarding each agreement:

- The name or names of any parties to the agreement.
- The date the agreement was executed.
- The date the agreement terminated or will terminate, absent any renewal.
- The total dollar amount of rebated sales and use tax revenues received by each party to the 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.
- The total dollar amount of rebated sales and use tax revenues received by each party to the agreement during the fiscal year for which information is being reported.
- The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by each party to the agreement.
- The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by any other person that is not a party to the agreement.

If your local agency rebated sales and use tax revenue pursuant to one or more tax revenue sharing agreements during the fiscal year for which information is being reported, then you will also need to know whether the information being reported about those tax revenue sharing agreements is published on your local agency's website in the manner required by subdivision (b) of RTC section 7213.

See Regulation 1808 for more information. If you have any questions, please contact our Local Revenue Branch by email at Jservices@cdtfa.ca.gov or calling 1-916-309-5800. You can also visit our *Tax Guide for Local Jurisdictions and Districts* at <https://www.cdtfa.ca.gov/industry/local-jurisdictions-and-districts/>

Reporting is due by April 30th. Failure to report by the due date will result in penalties.

What is your local agency's jurisdiction code number? *

"Jurisdiction code number" means the 5-digit number issued by the Department to uniquely identify each local agency. A list of jurisdiction code numbers can be found at the following link: <https://www.cdtfa.ca.gov/taxes-and-fees/local-jur-codes.aspx>

30021

What is the end date of the fiscal year for which information is being reported?
(6/30/XXXX) *

For example, June 30, 2024, is the end date of the fiscal year beginning on July 1, 2023 and ending on June 30, 2024.

6/30/2025



Do you have any tax revenue sharing agreements to report? *

Yes

No

Agreement 1

The name or names of any parties to the tax revenue sharing agreement. *

Enter the full name or 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). If there is no termination date for the contract enter 12/31/9999.

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.

1605888.96

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

5320.00

The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by each party to the agreement.

*

Enter the full name and percentage for each party. If no percentage is used, enter 0.

20

The percentage of a retailer's sales and use taxes, if any, used to calculate or otherwise determine the rebated sales and use tax revenues received by any other person that is not a party to the agreement. *

Enter the percentage for each person that is not a party to the agreement. If there is no such person or if no percentage is used, enter 0.

0

Is the information about the tax revenue agreement that was just reported published on your website's homepage as required by subdivision (b) of RTC section 7213? *

Yes

No

Do you have another tax revenue sharing agreement to report? *

Yes

No

Name of the person completing this report. *

Enter your full name.

Barbara Arenado

Title of the person completing this report. *

Enter your title.

Director of Finance

Email address of the person completing this form. *

Enter your email address.

barenado@sealbeachca.gov

I hereby certify that this report has been examined by me and to the best of my knowledge and belief is a true, correct, and complete report. *

Yes



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