

## **ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager (“City”); and WesternTechSystems, Inc., a Texas corporation (“Company”). The City and Company shall be referred to herein collectively as the “Parties.”

### **WITNESSETH:**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 7, 2021 (hereinafter referred to as "the Policy Statement"); and

**WHEREAS**, the Policy Statement constitutes appropriate guidelines and criteria governing economic development agreements to be entered into by the City as contemplated by the Statute; and

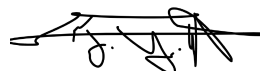
**WHEREAS**, in order to maintain and/or enhance the commercial, economic, and employment base of the Lewisville area to the long-term interest and benefit of the City, in accordance with said Statute, the City desires to enter into this Agreement; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_, 2024, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute; and

**WHEREAS**, the Company intends to complete and occupy a 60,000 square foot building located at the southwest corner of Spinks Road and Valley Road in Lewisville, Texas (the “Property”), which is more fully described in Attachment “A” attached hereto and made a part hereof; and

**WHEREAS**, the Company intends to use approximately 37,000 square feet of the building for office and warehouse uses, and lease the remaining area (the “Additional Area”) to one or more tenants; and

**WHEREAS**, Company intends to employ and maintain an increasing number of full-time employees over the next five (5) years whose assigned work location is at the Premises (hereinafter defined) beginning in 2024; and



**WHEREAS**, Company shall construct or cause to be constructed an office and warehouse facility on the Property with at least 60,000 square feet of space at a minimum initial capital investment of \$13,000,000.00, in accordance with the site plans and elevations attached hereto as Attachment “B”; and

**WHEREAS**, the City desires to provide, pursuant to the Statute, incentives to the Company to complete or cause to be completed the construction of the Real Property Improvements (hereinafter defined) on the Premises (hereinafter defined) and to comply with the other terms and conditions of this Agreement; and

**WHEREAS**, the Company agrees to develop, or cause to be developed, the Property in a manner materially consistent with the site plan and elevations, which shall be approved by the City, and upon approval, shall be attached hereto as Attachment “B”, and to comply with the other terms and conditions of this Agreement; and

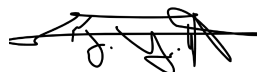
**WHEREAS**, the proposed project will not occur within the City of Lewisville without an offer of economic development incentives from the City and complies with the City’s Economic Development Policy and all applicable local, state, and federal laws; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to the Statute; and

**WHEREAS**, the City finds that entering into this Agreement for development of the Property as an office and warehouse facility including other ancillary facilities would promote local economic development by providing jobs related to the construction activities in developing the Property, stimulate business and commercial activity within the City by relocating and expanding the Company’s office and warehouse in order to meet growing customer demand and provide hundreds of well-paid jobs and increased tax revenue for the City, and would directly accomplish a public purpose; and

**WHEREAS**, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources.

**NOW THEREFORE**, the City, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto do mutually agree as follows:

A handwritten signature in black ink, appearing to be "J. J. J.", written over a horizontal line.

## **ARTICLE I TERM**

This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”), and the term of this Agreement shall continue until, and include, the date the final RP Tax Grant payment is made by the City as provided for in sections 4.1 and 4.4 of this Agreement, subject to, and in accordance with, the terms and conditions of this Agreement; provided, however, this Agreement may terminate earlier in accordance with the provisions of this Agreement (“Term”).

## **ARTICLE II DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Agreement**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Building Permit Fee Grant**” shall have the meaning set forth in section 4.2 of this Agreement.

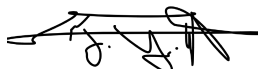
“**Capital Investment**” shall mean the amount of money invested or caused to be invested by the Company in the Real Property Improvements (hereinafter defined), prior to achieving Substantial Completion (hereinafter defined).

“**City**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Company**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Effective Date**” shall mean that point in time established in Article I of this Agreement.

“**Event of Bankruptcy**” shall mean the dissolution or termination of the Company’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or



against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

**“Force Majeure”** shall mean any contingency or cause beyond the reasonable control of the Company created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Company), fire, explosion, flood, strikes, pandemic, or endemic; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Company and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Company gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

**“Full-Time Employee”** shall mean any individual employed on a full-time basis by the Company, whose assigned work location is on the Premises.

**“Impact Fee Grant”** shall have the meaning set forth in section 4.3 of this Agreement.

**“Impact Fees”** shall mean water and sanitary sewer impact fees, also known as capital recovery fees.

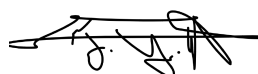
**“Policy Statement”** shall have the meaning set forth in the recitals to this Agreement.

**“Premises”** shall mean the Property (hereinafter defined) and the Real Property Improvements (hereinafter defined) constructed or placed thereon following the Effective Date.

**“Property”** shall have the meaning set forth in the recitals to this Agreement.

**“Property Tax Grant Period”** shall have the meaning set forth in section 4.1 of this Agreement.

**“Real Property Improvements”** shall mean all improvements, as classified by the Denton Central Appraisal District, that are constructed on the Property following the execution of this Agreement, including a building constructed on the Property containing 60,000 square feet or more of space, which shall be occupied by the Company and one or

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more tenants as an office and warehouse facility, and other ancillary facilities such as required parking and landscaping.

“**Required Use**” shall mean the Company’s continuous operation of an office and warehouse facility within approximately 37,000 square feet of the facility, and continuous operation within the remaining square footage by one or more tenant, provided that operations at the Premises may temporarily cease for Force Majeure and outages in the normal course of business, as approved by the City Manager.

“**RP Tax Grant**” shall have the meaning set forth in section 4.1 of this Agreement.

“**Statute**” shall have the meaning set forth in the recitals to this Agreement.

“**Substantial Completion**” shall mean issuance of a certificate of occupancy for the Real Property Improvements by the City to the Company.

“**Term**” shall have the meaning set forth in Article I of this Agreement.

### **ARTICLE III**

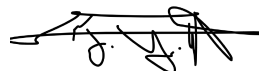
#### **GENERAL PROVISIONS**

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence or cause to be commenced construction of the Real Property Improvements.

3.2 The Company shall complete the construction of the Real Property Improvements in a manner that is consistent with the site plan and elevations, attached hereto as Attachment “B”. The Company shall achieve Substantial Completion on or before December 31, 2024.

3.2.1 If, in the opinion of the City Manager, substantial progress has been made toward Substantial Completion of the Premises, the City Manager may extend the date for Substantial Completion up to one year in her sole and absolute discretion.

3.2.2 If Substantial Completion is delayed by reason of Force Majeure, the deadline by which Substantial Completion must be reached may be extended for a period of time equal to the delay caused by Force Majeure, subject to the City Manager’s approval, in her sole and absolute discretion. Nothing in this subsection or this Agreement shall require the City Manager to extend the deadline by which Substantial Completion must be reached.

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3.2.3 Subject to an extension pursuant to section 3.2.1 or 3.2.2 of this Agreement, failure to reach Substantial Completion by the deadline provided shall constitute a breach of this Agreement.

3.3 During the Term of the Agreement, the Company shall be subject to all applicable City taxation not specifically abated or exempted by this or another agreement, including, but not limited to, sales tax and ad valorem taxation, if any, on inventory and supplies.

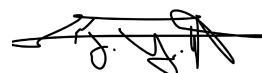
## **ARTICLE IV**

### **ECONOMIC DEVELOPMENT INCENTIVES**

4.1 RP Tax Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to the Company an economic development grant in an amount equal to fifty percent (50%) of the ad valorem property taxes owed and paid to the City with respect to the Real Property Improvements (the “RP Tax Grant”). For clarity, property taxes paid on the value of the Property is not included in the RP Tax Grant calculation. Company will be paid the RP Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in section 4.4.1, below. Subject to the terms and conditions of this Agreement, the Company shall be entitled to the RP Tax Grant for a period of ten (10) consecutive years during the Term, beginning on January 1 of the year following the date of Substantial Completion (the “Property Tax Grant Period”). The Company shall pay all applicable taxes on the Premises, or ensure that such taxes are paid, in accordance with applicable law.

4.2 Building Permit Fee Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant to the Company in an amount equal to one hundred percent (100%) of all building permit fees paid to the City at the time of applying for a building permit for the Real Property Improvements, excluding any capital recovery fees for water and sanitary sewer (“Building Permit Fee Grant”). Company will be paid the one-time Building Permit Fee Grant subject to the timing referenced in section 4.4.2, below.

4.3 Impact Fee Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant to the Company in an amount equal to one hundred percent (100%) of all Impact Fees paid to the City at the time of applying for a building permit. Company will be paid the one-time Impact Fee Grant subject to the timing referenced in section 4.4.3, below.

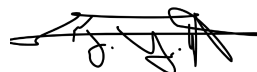


4.4 Timing of Grants. The Company acknowledges that this Agreement makes an allowance for the grants provided for herein to be paid, subject to the terms and conditions of this Agreement, upon submittal of documents to the City in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the City agrees that the grants will be paid in full to the Company, within forty-five (45) days of the timely and satisfactory receipt of the below-listed items. Any deadlines outlined in this section may be extended by the City Manager in her sole and absolute discretion. Grant funds shall be disbursed as follows:

4.4.1 RP Tax Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the RP Tax Grant by the City in accordance with this Agreement on an annual basis. At the close of each calendar year during the Term following Substantial Completion, prior to the City's payment of the RP Tax Grant earned during such calendar year, the Company shall submit to the City, no later than March 30<sup>th</sup> of the following calendar year, all of the following: (1) proof of payment of the subject tax liability for the Real Property Improvements; (2) its Annual Compliance Report shown in Attachment "C"; (3) a letter of request for payment; and (iv) any other documentation or information required by the City. **Failure to timely submit the required documentation may result in the loss of the Company's right to the RP Tax Grant for that calendar year, but shall not adversely affect the Company's right to the RP Tax Grant in the subsequent calendar years in which such required documentation is provided and shall not be considered a breach of this Agreement.**

4.4.2 Building Permit Fee Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Building Permit Fee Grant by the City in accordance with this Agreement following Substantial Completion and the submission of required documents to the City. Within forty-five (45) days following the date of Substantial Completion, the Company shall submit to the City all of the following: (1) a letter of request for payment, (2) proof of payment for all fees paid to the City at the time of applying for a building permit for the Real Property Improvements, and (3) any other documentation or information required by the City.

4.4.3 Impact Fee Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Impact Fee Grant by the City in accordance with this Agreement following Substantial Completion and the submission of required

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documents to the City. Within forty-five (45) days following the date of Substantial Completion, the Company shall submit to the City all of the following: (1) a letter of request for payment, (2) proof of payment for all Impact Fees paid to the City at the time of applying for a building permit for the Real Property Improvements, and (3) any other documentation or information required by the City.

## **ARTICLE V AGREEMENT CONDITIONS**

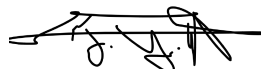
5.1 Required Use Condition. During the Term of this Agreement following Substantial Completion and continuing thereafter until expiration of this Agreement or earlier termination of same, the Premises shall not be used for any purpose other than the Required Use.

5.2 Minimum Employment Conditions. During the Term of this Agreement following Substantial Completion and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company shall employ a minimum number of Full-Time Employees assigned to work at the Property during the Term as follows (“Minimum Employment Conditions”).

5.2.1 Company shall retain 130 Full-Time Employees by December 31, 2024. Company forfeits its rights to the Building Permit Fee Grant described in section 4.2 and the Impact Fee Grant described in section 4.3 if Company fails to meet the requirements of this section. If either grant has already been disbursed to Company at the time of forfeiture, Company shall pay back, within sixty (60) days of receiving written notice from the City, the entirety of the Impact Fee Grant or Building Permit Grant.

5.2.2 The Company shall retain the minimum number of Full-Time Employees, listed below, at all times from the years 2025 through the expiration of the Term of this Agreement. Failure to meet the minimum employment requirements set forth in this subsection at any point during the years 2025 through the expiration of the Term shall result in a loss of the Company's right to the RP Tax Grant for the year in which the minimum employment requirement set forth herein is not met, but shall not adversely affect the Company's right to the RP Tax Grant for any other calendar year in which the minimum employment requirements set forth herein are met.

| Year | Minimum Number of Full-Time Employees |
|------|---------------------------------------|
|------|---------------------------------------|





|   |     |
|---|-----|
| 2025                                    | 150 |
| 2026                                    | 170 |
| 2027                                    | 190 |
| 2028 through the expiration of the Term | 210 |

5.2.3 Failure to meet the Minimum Employment Conditions at any point during the Term shall not constitute a breach of this Agreement.

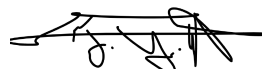
5.3 Minimum Investment Condition. The total minimum Capital Investment shall be THIRTEEN MILLION DOLLARS AND NO CENTS (\$13,000,000.00). Company shall meet the minimum Capital Investment on or before the Substantial Completion date.

5.4 Local Hiring Preference. The Company shall hold a minimum of two outreach events and/or job fairs targeting City of Lewisville residents in each of the following years: 2025, 2026, 2027, and 2028. As part of the Annual Compliance Report, the Company shall submit to the City a copy of the event flyer or posting and a copy of the sign-in sheet from the event.

5.5 Certification. The Company must certify annually to the City its attainment of the above-stated conditions by submitting an Annual Compliance Report, attached hereto as Attachment "C" and appropriate supporting documentation, no later than March 30<sup>th</sup> of each year during the Term of this Agreement and continuing until the expiration of this Agreement.

5.6 No Obligation. The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. None of the City's obligations with respect to the incentives under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

5.7 Employment of Undocumented Workers. During the term of this Agreement, the Company or a branch, division, or department of the Company does not and will not knowingly employ any undocumented workers as defined in Tex. Govt. Code §2264.001. If the Company or a branch, division, or department of the Company is convicted of a violation under 8 U.S.C. §1324a(f), the Company shall repay the amount of the grants and any other funds received by the Company from the City, or fees waived by the City, under this Agreement as of the date of such violation not later than one hundred and twenty (120) days after the date the Company is notified by the City of a violation of this section, plus interest from the date the grants were paid to the Company, at the rate periodically announced by the Wall Street Journal as the prime or base



commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the grants were paid to the Company until the date the grants are repaid to the City. Pursuant to Section 2264.101(c), Tex. Gov't Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.8 Leasing Additional Area. The Company shall lease the remaining 23,000 square feet of Additional Area to one or more tenants by the date of Substantial Completion, subject to any extensions authorized pursuant to section 3.2.1 of this Agreement. The City Manager may extend the deadline to lease the Additional Area up to one year in her sole and absolute discretion.

## **ARTICLE VI**

### **TERMINATION**

6.1 This Agreement may be terminated upon any one of the following:

6.1.1 By written agreement of the Parties;

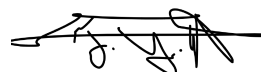
6.1.2 By expiration of the Term;

6.1.3 By the City, if the Company breaches any terms or conditions, as determined in the City's sole discretion, of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof from the City and the Company has not commenced curative action within such 60-day period and has not diligently pursued such curative action to a satisfactory completion;

6.1.4 By the City, if the Company suffers an Event of Bankruptcy;

6.1.5 By the City, if any taxes or fees owed to the City or the State of Texas by the Company shall become delinquent and payment of delinquent amounts is not made within sixty (60) days after receipt of written notice thereof (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or fees); and

6.1.6 By the City, within thirty (30) days of providing written notice to the Company if the Company is convicted of a violation of 8 U.S.C. §1324a(f) as determined



by a court of competent jurisdiction or other competent authority; and

6.1.7 As otherwise stated within this Agreement.

## 6.2 Refund of Grants.

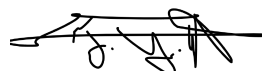
6.2.1 In the event the Agreement is terminated by the City pursuant to Section 6.1.3, 6.1.4, 6.1.5, or 6.1.7 of this Article, the Company shall pay back, within sixty (60) days of receiving written notice from the City, all grant funds received under this Agreement.

6.2.2 In the event the Agreement is terminated by the City pursuant to section 6.1.6, the Company shall, within one hundred and twenty (120) days after the date the Company is notified by the City of a violation, pay to the City the amounts specified in section 5.7 of this Agreement.

## **ARTICLE VII MISCELLANEOUS**

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the City Manager. Any assignment without such permission shall be void. Upon assignment, the assignee must agree to be bound by all terms and conditions of this Agreement.

7.2 Notwithstanding anything else to the contrary in this Agreement, if the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, the Company shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement may be extended for a period of time equal to the period the Company was delayed, subject to approval of the City Manager, in her sole and absolute discretion. The RP Tax Grant period, the Term, and any other applicable periods may be extended, subject to the City Manager's approval, in her sole and absolute discretion, if necessary, to provide the Company the RP Tax Grant, Building Fee Permit Grant, and Impact Fee Grant contemplated by this Agreement. Nothing in this subsection or this Agreement shall require the City Manager to extend the period of time applicable to any obligation, requirement, or grant hereunder, nor the Term of the Agreement.



7.3 It is understood and agreed between the Parties that the Company, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

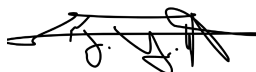
7.4 The Company further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises during the Term to ensure that the construction of the Real Property Improvements is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to the Company's reasonable security requirements, to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (a) the City must give the Company reasonable prior telephone, email, or written notice of any such inspection, and (b) a representative of the Company shall have the right to accompany the agent or employee of the City when conducting such inspection. The notice requirements and right to accompany shall not apply to inspections to ensure compliance with applicable state and local laws and regulations, including any inspection necessary to issue required permits.

7.5 The City represents and warrants that the Property does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

7.6 Notices required to be given to any party to this Agreement shall be given personally, by nationally recognized overnight courier, or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered three (3) days after the date deposited in the United States' mail.

**For the City by notice to:**

City of Lewisville  
Attn: Director of Economic Development  
151 W. Church Street  
P.O. Box 299002  
Lewisville, Texas 75057

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**For Company by notice to:**

WesternTech Systems  
410 Freeport Pkwy #100  
Coppell, TX 75019

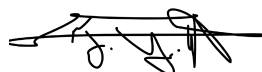
Any party may change the address to which notices are to be sent by giving the other Parties written notice in the manner provided in this paragraph.

7.7 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement. This Agreement may be executed by facsimile transmission or email, in each case, with the same force and effect as originals.

7.8 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.9 Whenever the context requires, all words herein shall be deemed to include the male, female, and neuter gender, and singular words shall include the plural, and vice versa.

7.10 **THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COMPANY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF COMPANY, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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7.11 Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

7.12 This Agreement may be modified or rescinded only by a writing signed by both Parties or their duly authorized agents.

7.13 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

7.14 The City represents and warrants to the Company that this Agreement has been authorized by action of the Lewisville City Council, authorizing the City Manager to execute the Agreement on behalf of the City. Company represents and warrants that this Agreement has been approved by appropriate action of Company, and that the individual executing this Agreement on behalf of Company has been duly authorized to do so. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

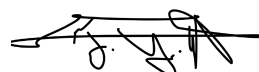
7.15 Nothing in this Agreement shall constitute a waiver of the City's governmental immunity.

7.16 This Agreement shall be considered drafted equally by the Parties.

7.17 Where applicable, pursuant to Texas Government Code Chapter 2271, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Company employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

7.18 Where applicable, pursuant to Texas Government Code Chapter 2274, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Company employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas

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Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

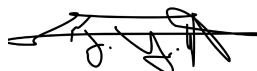
7.19 Where applicable, pursuant to Texas Government Code Chapter 2276, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Company employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

7.20 To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

7.21 Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “**Form 1295**”). The City hereby confirms receipt of the Form 1295 from the Company, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Company; and, neither the City nor its consultants have verified such information.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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**DATED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Claire Powell, City Manager

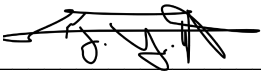
**ATTEST:**

\_\_\_\_\_  
Thomas Harris III, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**COMPANY:  
WESTERNTECHSYSTEMS, INC.**

By:  \_\_\_\_\_  
Name: Jamil Y. Ashour  
Title: CEO

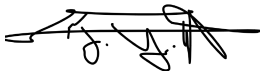


**ATTACHMENT “A”**


**Property**

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**ATTACHMENT “B”**  
**Site Plan and Elevations**

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**ATTACHMENT "C"**  
**Annual Compliance Report**

A handwritten signature in black ink, appearing to be "J. J. N.", located at the bottom left of the page.