

**AGREEMENT FOR DEVELOPMENT AND TAX  
ABATEMENT IN REINVESTMENT ZONE NUMBER ONE (1) FOR  
COMMERCIAL – INDUSTRIAL TAX ABATEMENT, BRAZOS COUNTY, TEXAS**

STATE OF TEXAS           §

COUNTY OF BRAZOS       §

This Agreement for Development and Tax Abatement in Reinvestment Zone Number One (1) for Commercial – Industrial Tax Abatement, Brazos County, Texas (“Agreement”) is entered into by and between **BRAZOS COUNTY, TEXAS**, a political subdivision of the State of Texas, acting herein by and through its duly elected Commissioners Court, (hereinafter referred to as “**COUNTY**”), and **GUNLER, INC.**, a Florida corporation, **GUNLER FOODS, INC.**, a Florida corporation, and **GUNLER FOODS, INC.**, a Texas corporation (hereinafter collectively referred to as “**OWNER**”).

**WITNESSETH:**

**WHEREAS**, COUNTY ordered (“Order”) the designation of Tax Abatement Reinvestment Zone No. 1 (“Zone”), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (“Tax Code”); and,

**WHEREAS**, Brazos County, Texas is authorized under Chapter 312, Tax Code, to participate in a reinvestment zone created within the COUNTY; and,

**WHEREAS**, the Brazos County Commissioners Court has adopted guidelines for tax abatement (“Tax Abatement Guidelines”); and,

**WHEREAS**, the Tax Abatement Guidelines contain appropriate guidelines and criteria concerning tax abatement agreements to be entered into by the COUNTY as contemplated by the Tax Code; and,

**WHEREAS**, the COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement (the "Resolution"); and,

**WHEREAS**, in order to maintain and enhance the commercial and industrial economic and employment base of Brazos County, Texas, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with said Order, the Tax Abatement Guidelines and the Tax Code; and,

**WHEREAS**, OWNER owns real property described in Exhibit "A" and intends to construct certain contemplated improvements described herein ("Improvements"); and,

**WHEREAS**, OWNER'S development efforts described herein will create permanent new jobs in the COUNTY; and,

**WHEREAS**, the Brazos County Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements to the Premises thereto in the amount set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Resolution adopted by the COUNTY, the Tax Code and all other applicable laws; and,

**WHEREAS**, the Brazos County Commissioners Court finds that the Improvements sought are feasible and practicable and would be of benefit to the

Premises to be included in the Zone and to the COUNTY after expiration of this Agreement; and,

**WHEREAS**, the COUNTY desires to enter into an agreement with OWNER, being owner of Tangible Personal Property (hereinafter defined), within the Zone for the abatement of taxes pursuant to Chapter 313 of the Tax Code as amended;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Brazos County and the enhancement of the tax base in the COUNTY, the parties agree as follows:

#### **GENERAL PROVISIONS**

1. The real property on which the real property Improvements, personal property and equipment to be abated pursuant to this Agreement will be situated, is a tract of land located within Brazos County and within the Zone, consisting of approximately 25 acres of land, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Land").
2. OWNER for the Property shall construct, or cause to be constructed, thereon a consumer products production and distribution facility having an initial minimum size of 250,000 sq. ft. (and other ancillary facilities such as reasonably required parking and landscaping) and any additions or expansions thereof as further described herein.
3. The approximate location of the initial real property Improvements shall be depicted on a site plan or diagram attached to this Agreement as Exhibit "B". The Land and all

Improvements constructed thereon, including those initially constructed and any expansion thereof will be hereinafter referred to as “the Premises”.

4. The Premises are not in an improved project financed by tax increment bonds.

5. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the COUNTY.

6. The Premises are not owned by any member of the Bryan City Council or any member of the Bryan Planning and Zoning Commission or Brazos County Commissioners Court, or any member of the governing body of any taxing units joining in or adopting this Agreement.

7. For the purposes of this Agreement, the term “Tangible Personal Property” shall mean tangible personal property, equipment and fixtures, other than inventory or supplies, owned and/or leased by OWNER and added to the Premises subsequent to the execution of this Agreement.

#### **TAX ABATEMENT AUTHORIZED**

8. This Agreement is authorized by Chapter 312 of the Texas Tax Code and in accordance with the County Tax Abatement Guidelines, and approved by the Commissioners Court of the COUNTY authorizing the execution of this Agreement.

9. The period of tax abatement herein authorized shall be for a period of five (5) years, unless sooner terminated.

10. During the period of tax abatement herein authorized, OWNER shall be subject to all COUNTY taxation not abated or otherwise exempt.

11. COUNTY hereby grants to OWNER, a partial exemption from ad valorem taxation on the Premises plus the Tangible Personal Property (“Facility”) as set forth in

this Section, subject to all of the terms and conditions contained in this Agreement (“Abatement”). The Abatement during each tax year covered by this Agreement shall be computed by taking a percentage of the increase in value of the Facility on January 1st of each tax year over the value on January 1st of 2012 which is the year this Agreement was executed by OWNER and COUNTY. The Abatement percentages are as follows:

<u>Tax Year</u>	<u>Tax Abatement Percentage</u>
Year 1 (2012)	100
Year 2 (2013)	90
Year 3 (2014)	70
Year 4 (2015)	60
Year 5 (2016)	50
Year 6 (2017)	0
Year 7 (2018)	0

The COUNTY shall give an Abatement of 100% of the appraised valuation of the Premises for Year 1. In Year 2, the COUNTY shall give an Abatement of 90% of the appraised valuation of the Premises. In Year 3, the COUNTY shall give an Abatement of 70% of the appraised valuation of the Premises. In Year 4, the COUNTY shall give an Abatement of 60% of the appraised valuation of the Premises. In Year 5, the COUNTY shall abate 50% of the appraised valuation of the Premises. In Years 6 and 7, the COUNTY shall abate none of the appraised valuation of the Premises.

For purposes of this section, the value of the Land was \$----- on January 1, 2012. For purposes of this section, the personal property and equipment to be abated had a value of \$0.00 on January 1, 2012 because it was not situated on the Premises on that date.

## REQUIREMENTS

12. All of the following obligations of OWNER form the consideration for COUNTY entering into this Agreement:

a. OWNER shall construct a consumer products production and distribution facility on the Premises with an initial minimum size of 250,000 square feet, and the valuation of the Facility, which shall include the consumer production and distribution facility and may also include any expansions thereof on or other Improvements on the Premises, as described in paragraph 21 hereof, shall be \$20,000,000.00 in value as established by the Brazos County Appraisal District, by December 31, 2014. The Owner must maintain a valuation on the Premises of at least \$20,000,000.00 throughout the remaining term of the Agreement. The Brazos County Appraisal District shall determine the value of all real and personal property during the term of this Agreement.

b. A schedule of current estimates for Tangible Personal Property shall be attached as Exhibit "C" hereto and made a part hereof for all purposes no later than thirty days following the execution of this Agreement.

c. The OWNER shall: (i) attain a payroll in calendar year 2012 of not less than \$1,800,000.00 (inclusive of benefits and, for purposes of illustration, based upon sixty-five (65) employment positions); (ii) increase their calendar year 2013 payroll by not less than \$2,350,000.00 (inclusive of benefits and, for purposes of illustration, based upon the addition of eighty (80) employment positions); and, (iii) increase their calendar year 2014, payroll by not less than \$2,350,000.00 (inclusive of benefits, and, for purposes of illustration, based upon the addition of eighty (80) employment positions). Such payroll

shall be maintained at the year three (3) level of \$6,500,000.00 throughout the remainder of term of this Agreement.

13. The term of the Agreement shall be seven (7) years from the date of execution of the Agreement.

14. OWNER agrees that the site plan, exterior design drawings, specifications and materials (hereinafter referred to as "Plans") for the Improvements will be submitted to COUNTY for review not later than thirty (30) days following the execution of this Agreement. Upon acceptance of the Plans by the COUNTY, the Plans shall become a part of this Agreement and incorporated hereto at Exhibit "B." An official set of Plans will be kept on file with the COUNTY.

15. OWNER agrees to occupy the Improvements (except as otherwise permitted under Paragraph 34 hereof) and locate Tangible Personal Property on the Premises. Nothing in this Agreement shall obligate OWNER to construct the Improvements on the Land, nor obligate OWNER to occupy the Improvements, and/or to locate Tangible Personal Property on the Premises but said actions are a condition precedent to Abatement pursuant to this Agreement.

16. OWNER shall keep the Premises insured against loss or damage by fire or any other casualty at full replacement value by purchasing insurance. OWNER shall furnish a certificate of insurance to the COUNTY.

17. OWNER shall submit written notice to COUNTY within ninety (90) days after the Premises are materially damaged by fire or any other casualty. The notice shall either set forth the dates OWNER will commence and complete the repair, remodeling or

renovation of the damaged Premises or state that OWNER will not undertake such repair, remodeling or renovation. If OWNER notifies COUNTY that it will not undertake repair, remodeling or renovation of the damaged Premises, or if OWNER fails to complete the repair, remodeling or renovation by the completion date set forth in OWNER's notice to COUNTY, then COUNTY shall terminate this Agreement and COUNTY shall recapture from OWNER all property tax revenue COUNTY has lost as a result of this Agreement as required by Section 312.205(a)(4) of the Tax Code.

18. OWNER agrees to provide COUNTY and its designees access to the Premises during regular business hours throughout the term of this Agreement for the purposes of inspection and examination of books, records, construction, workmanship, materials, and installations to determine that OWNER has complied with any requirement of this Agreement to inspect the Improvements at reasonable times and with reasonable notice to OWNER, and in accordance with OWNER'S visitor access and security policies.

19. OWNER agrees that COUNTY assumes no liability or responsibility by approving plans, issuing building permits or making inspections in the event there is a defect in the Improvements constructed on the Premises. The relationship between COUNTY, OWNER and any taxing unit shall not be deemed to be a partnership or joint venture for purposes of this Agreement.

20. OWNER shall indemnify, hold harmless and defend COUNTY, its employees, officials, and agents from and against any and all obligations, claims, suits, demands and liability or alleged liability, including costs of suit, attorney's fees, damages,



judgments, or settlements and related expenses arising in any manner from OWNER's construction, use and operation of the Premises.

21. OWNER agrees to pay all ad valorem taxes and assessments (except as abated pursuant to this Agreement or otherwise exempt) owed to COUNTY prior to such taxes and/or assessments becoming delinquent. OWNER shall have the right to contest in good faith the validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. In the event that OWNER contests such tax or assessment, all uncontested taxes and assessments shall be promptly paid to COUNTY prior to delinquency. If OWNER undertakes any such contest, it shall notify COUNTY and keep COUNTY apprised of the status of such contest. Should OWNER be unsuccessful in any such contest, OWNER shall promptly pay all taxes, penalties and interest resulting therefrom.

#### **CONSTRUCTION OF THE IMPROVEMENTS**

22. As a condition precedent to the initiation of Abatement pursuant to this Agreement, OWNER will diligently and faithfully, in good and workmanlike manner, and pursue the completion of the contemplated Improvements on or before December 14, 2014, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations, (or valid waiver thereof); provided, that OWNER shall have such additional time to complete and maintain the Improvements as may be required in the event of "Force Majeure," if OWNER is diligently and faithfully pursuing completion of the Improvements. For the purposes of this Agreement, the term "Force Majeure" shall

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mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, strikes, slowdowns or work stoppages.

23. OWNER agrees to maintain the Improvements during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). OWNER agrees that the Improvements shall be used to support consumer products production and distribution for the term of this Agreement.

24. The COUNTY, its agents and employees shall have the right of access to the Premises during construction to inspect the Improvements at reasonable times and with reasonable notice to OWNER, and in accordance with OWNER'S visitor access and security policies, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

#### **GENERAL REQUIREMENTS**

25. Site plans for the Improvements constructed on the Premise will be filed with the COUNTY, which shall be deemed incorporated by reference herein and made a part hereof for all purposes.

26. After completion of the Improvements, OWNER shall certify in writing to the COUNTY the construction cost of the Improvements.

27. OWNER shall, prior to March 1 of each calendar year, certify in writing to the COUNTY or its designated agent that it is in compliance with the Agreement.

28. The Premises shall be used in the manner that is consistent with the general purposes of encouraging development or redevelopment within the Zone.

29. OWNER agrees to continuously occupy the Improvements for a period of Seven (7) years commencing the Year 1 of Abatement, except as otherwise permitted under Paragraph 33 hereof.

### **DEFAULT: RECAPTURE OF ABATED TAX**

30. In the event OWNER (i) fails to complete the Improvements in accordance with this Agreement; (ii) has delinquent ad valorem or sales taxes owed to the COUNTY (provided such party retains its right to timely and properly protest such taxes or assessment); (iii) has an "Event of Bankruptcy or Insolvency"; or (iv) breaches any of the terms and conditions of this Agreement, then such party, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the OWNER shall, within thirty (30) days after demand, pay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without benefit of a tax abatement with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that any abated tax, including interest as a result of this Agreement, shall be recoverable against the OWNER, their respective successors and assigns and shall constitute a tax lien on the Premises and/or the Tangible Personal Property, as the case may be, shall become due, owing and shall be paid to the COUNTY within thirty (30) days after default or termination of this Agreement. For the purposes of this Agreement

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the term "Event of Bankruptcy or Insolvency" shall mean that (i) OWNER, on a consolidated basis, admits in writing its inability to pay its debts as they become due, subject to applicable grace periods, or commences any Insolvency Proceeding (as hereinafter defined) with respect to itself, (ii) any involuntary Insolvency Proceeding is commenced or filed against OWNER or any of its material subsidiaries, and any such proceeding or petition shall not be dismissed within one hundred twenty (120) days after commencement or filing; or (iii) OWNER or any of its material subsidiaries acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar person for itself or a substantial portion of its property or business. "Insolvency Proceeding" means (a) any case, action or proceeding before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in each case in (a) and (b) above, undertaken under U.S. Federal, state or foreign law, including the United States Bankruptcy Code.

31. Upon breach by OWNER of any obligations under this Agreement, the COUNTY shall notify the OWNER in writing. OWNER shall have thirty (30) days from receipt of the notice in which to cure any such breach.

#### **ANNUAL APPLICATION FOR EXEMPTION; RENDITION**

32. It shall be the responsibility of the OWNER, pursuant to the Tax Code, to file annually the Application for Property Tax Abatement Exemption, the current form of

which is attached hereto as Exhibit "E", which the eligible taxable property has situs. A copy of the exemption application shall upon written request be submitted to the COUNTY.

33. OWNER shall annually render the value of the Improvements and the Tangible Personal Property to the Brazos County Appraisal District and upon written request provide a copy of the same to the COUNTY.

#### **SUCCESSOR AND ASSIGNS**

34. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. OWNER shall not assign this Agreement without the written approval of the COUNTY. If OWNER assigns this Agreement without written approval of the Brazos County Commissioner's Court, this Agreement shall terminate immediately and the partial abatement of taxes on personal property and equipment provided for herein shall cease from the date such unauthorized assignment occurred.

#### **MISCELLANEOUS.**

35. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

36. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in Brazos County, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

37. Sole Agreement. This Agreement constitutes the sole and only Agreement of the parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.

38. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

39. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

40. No Waiver. COUNTY's failure to take action to enforce this Agreement in the event of OWNER's default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent COUNTY from taking action to enforce this Agreement on subsequent occasions.

41. Notices. COUNTY and OWNER hereby designates the following individuals to receive any notices required to be submitted pursuant to the terms of this Agreement:

**COUNTY**

**OWNER**

Duane Peters  
Brazos County Judge  
Brazos County  
300 East 26<sup>th</sup> Street  
Bryan, Texas 77805

Erick Garcia  
Gunler, Inc.  
Gunler Real Estate, Inc.  
Gunler Foods, Inc.

9595 Six Pines Dr., Building 8  
Suite 8210  
The Woodlands, 77381

42. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

43. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

44. Duplicate Originals. The parties hereto have executed this Agreement in duplicate originals, each of equal dignity. Each party has stated the execution date below the signature of its authorized representative. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

**In witness whereof the parties have executed this Agreement to be effective as of the date of the last party's execution:**

**BRAZOS COUNTY, TEXAS**

By: \_\_\_\_\_

Duane Peters, County Judge

**GUNLER, INC.**  
(a Florida corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GUNLER REAL ESTATE, INC.  
(a Texas corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GUNLER FOODS, INC.  
(a Florida corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

DRAFT

Fieldnote Description to 25.00 Acres  
L. McLaughlin Survey, A-38  
Brazos County, Texas  
**Gunler, Inc. Development – Tract One**

Fieldnotes to all that certain lot, tract, or parcel of land situated in the L. McLaughlin Survey, A-38, Brazos County, Texas, being 25.00 acres, more or less, and being a part of a called 191.81 acre tract described in a deed dated April 4, 2009, from M. D. Wheeler, LTD. to City of Bryan and Brazos County Economic Development Foundation, Inc., and recorded in Volume 9045, Page 76 (document no. 01025732), Deed Records, Brazos County, Texas, to which reference is hereby made to for any and all purposes. Said tract described as follows, to wit:

COMMENCING at a point in the southwestern right of way of State Highway 6 for the northern corner of the referenced tract. From said point a pipe fence corner post bears N67°22'W 3.66 feet (record call is N80°17'W 3.3 feet). Thence along said southwestern right of way and the northeastern line of the referenced tract, as follows; S61°34'12"E 421.82 feet to the beginning a curve to the right, along the arc of said curve in a southeastern direction (CA=09°33'00", R=2814.79 feet, LC=S56°47'42"E 468.62 feet) at 469.16 feet a point for the end of said curve, and S52°01'12"E, passing at 0.76 feet a 5/8" iron rod found for reference, a total distance of 281.44 feet to the Point of Beginning;

THENCE SOUTH 52°01'12" EAST 565.07 feet, continuing along said right of way and the northeastern line of the referenced tract, to a point for this eastern corner and the northern corner of another 25.00 acre tract, Tract Two, described this same date;

THENCE SOUTH 41°35'06" WEST 1948.84 feet, across the referenced tract and with the northwestern line of said Tract Two, to a point in the southwestern line of the referenced tract and the northeastern right of way of the Union Pacific Railroad (called as a 100 foot wide r.o.w.) for this southern corner and the western corner of said Tract Two. From said point a 4"x4" concrete monument found for reference to the southern corner of the referenced tract bears S48°24'54"E 2405.69 feet and N50°24'58"E 3.51 feet;

THENCE NORTH 48°24'54" WEST 563.95 feet, with the southwestern line of the referenced tract and said northeastern right of way, to a point for this western corner;

THENCE NORTH 41°35'06" EAST 1913.31 feet, across the referenced tract, to the Point of Beginning and containing 25.00 acres, more or less (a sketch has not been prepared in conjunction with this description. This description is considered "PRELIMINARY" and is not for recording purposes).

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**EXHIBIT "B"**  
**PLANS**

**DRAFT**

**EXHIBIT "C"**

**SCHEDULE OF EQUIPMENT AND PERSONAL PROPERTY**

DRAFT

**EXHIBIT "D"**

**STATEMENT OF COMPLIANCE WITH AGREEMENT FOR COMMERCIAL - INDUSTRIAL TAX ABATEMENT WITH GUNLER, INC. IN BRAZOS COUNTY REINVESTMENT ZONE ONE (1)**

**THE STATE OF TEXAS           §**

**COUNTY OF BRAZOS           §**

\_\_\_\_\_ ("OWNER") hereby certifies any improvements on the Property, as called for in the above referenced Agreement, have been completed and constructed in every material respect pursuant to said Agreement. Owner further certifies that they have complied with every applicable material term of said Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Any above-described improvements have been accepted by the Brazos County, Texas as having been constructed in compliance with the above referenced Agreement, and that pursuant to said Agreement the partial exemption from taxation shall commence on January 1, 20\_\_ continuing through the year 20\_\_, which will be the last year that the property will be entitled to exemption from taxation in accordance with this Agreement, and that the taxable value of the Premises for such period of time shall be the taxable value as finally determined, following any applicable contests and appeals, by the Brazos County Appraisal District on January 1<sup>st</sup> of each year of the term of the Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**BRAZOS COUNTY, TEXAS**

\_\_\_\_\_  
Brazos County Clerk

By: \_\_\_\_\_  
Brazos County Judge

EXHIBIT "E"

APPLICATION FOR PROPERTY TAX ABATEMENT EXEMPTION

<p>50-116 (Rev. 8-02/8) 11.28 (12/89) Rule 9.415</p>		YEAR
<p><b>APPLICATION FOR PROPERTY TAX ABATEMENT EXEMPTION</b></p>		
Appraisal district name		Phone (area code and number)
Address		
<p>This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and April 30 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.</p>		
<p><b>Step 1: Owner's name and address</b></p>	Owner's name	
	Present mailing address	
	City, state, ZIP Code	Phone (area code and number)
	Name of person preparing this application	Driver's License, Personal I.D. Certificate, or Social Security Number
<p>Type of owner: <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit corporation <input type="checkbox"/> Leasehold</p>		Title
<p><b>Step 2: Describe the property</b></p> <p><i>If you applied last year and nothing has changed, and/or your agreement(s) were not modified, skip this step and Step 3. Sign in the renewal section below.</i></p> <p><i>If you complete Step 2 with attachments, return to this original page to complete Step 3.</i></p>	Legal description	
	Appraisal district account number (Optional)	
	Please list the taxing units that have agreed to abate your taxes and attach copies of the abatement agreement for each unit.	
	<p>Are the terms and duration of each taxing unit's agreement different or identical?</p> <p><input type="checkbox"/> Different <input type="checkbox"/> Identical</p> <p>If different, please copy this form for each taxing unit and complete Step 2 for each unit. In the area where you listed the taxing units, please circle the taxing unit that you are summarizing.</p> <p>If identical, please describe the nature of the abatement agreements for this year by completing the following:</p> <p><input type="checkbox"/> Lump sum exemption of \$ _____</p> <p><input type="checkbox"/> Percentage exemption of _____ %</p> <p><input type="checkbox"/> Other (Attach a statement describing the method of calculating abatement. Give dollar value to be exempted this year.)</p> <p>Does the agreement abate taxes on personal property?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Are you in compliance with the agreement?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "No," attach a statement explaining the reason for non-compliance.</p>	
<p><b>Step 3: Sign and date the application</b></p>	By signing this application, you certify that this information is true and correct to the best of your knowledge and belief.	
	<p>Authorized signature</p> <p><b>sign here</b></p> <p>On behalf of (name of organization)</p>	Date
<p><b>RENEWAL of existing exemption</b></p>	I certify that the information given in the application filed for _____ is still true and correct to the best of my knowledge and belief.	
	<p>Authorized signature</p> <p><b>sign here</b></p> <p>On behalf of (name of organization)</p>	Date
<p><b>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</b></p>		

You are required to give us this information on this form, in order to perform tax related functions for this office. Section 11.43 of the Tax Code authorizes this office to request this information to determine tax compliance. The chief appraiser is required to keep the information confidential and not open to public inspection, except to appraisal office employees who appraise property and as authorized by Section 11.48(b), Tax Code.