

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT
by and between the
FORT BEND COUNTY DRAINAGE DISTRICT,
ENTRUST, INC.
and
MISSION ENTRUST INVESTORS, L.P.

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between the **FORT BEND COUNTY DRAINAGE DISTRICT**, hereinafter referred to as "District," acting by and through its Board of Directors, **ENTRUST, INC.**, a Texas corporation, hereinafter referred to as "Lessee," and **MISSION ENTRUST INVESTORS, L.P.**, a Texas limited partnership, hereinafter referred to as "Owner" of the Real Property and Improvements located within Fort Bend County Reinvestment Zone No. 15.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the District Board of Directors on March 1, 2011. District has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- c. No official of District has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "**Certified Appraised Value**" or "**Value**" means the value certified as of January 1 of each year of this Agreement regarding the property within Fort Bend County Reinvestment Zone No. 15 by the Fort Bend County Central Appraisal District ("CAD").

- b. **“Real Property”** means the real property as described in the Order Designating Fort Bend County Reinvestment Zone No. 15, described in Exhibit A attached hereto and incorporated by reference herein for all purposes.
- c. **“Improvements”** means a new building or buildings to be used for office, sales and operation of a corporate headquarters located in Fort Bend County Reinvestment Zone No. 15, containing at least 30,000 square feet of floor space and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building, all as shown in Exhibit B, attached to and incorporated into this Agreement by reference.
- d. **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in Fort Bend County Reinvestment Zone No. 15 designated for economic development purposes.
- e. **“Eligible Property”** means fixed machinery and equipment necessary to the operation and administration of the facility. Eligible Property is subject to Abatement only as included in Section 5(c).
- f. **“Ineligible Property”** means real property, existing improvements, tangible personal property that the Fort Bend Central Appraisal District classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- g. **“Owner”** means **MISSION ENTRUST INVESTORS, L.P.**, the Owner of the Real Property the subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the District Board of Directors.
- h. **“Lessee”** means **ENTRUST, INC.**, the Lessee of approximately 67% of the Real Property the subject to this Agreement.
- i. **“District”** means the Fort Bend County Drainage District.
- j. **“CAD”** means Fort Bend County Central Appraisal District.

3. **Subject Property**

The Fort Bend County Reinvestment Zone No. 15 is an area located in Fort Bend County, Texas, being legally described in Exhibit A attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the

subject property as of January 1, 2012.

4. Responsibility of Owner:

In consideration of receiving the tax abatement granted herein, Owner represents and agrees:

- (a) That construction of the Improvements will commence on or before September 30, 2012.
- (b) That construction of the Improvements shall be completed on or before April 30, 2013. Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$4,000,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed.
- (c) That the Certified Appraised Value of the Improvements on January 1, 2013, and on each and every January 1 thereafter during the term of this Agreement will not be less than \$3,000,000. Failure to meet the requirements of this section will invalidate the tax abatement for the year this requirement was not satisfied. Notwithstanding the foregoing, District understands that the Improvements will still be under construction as of January 1, 2013 and, as a result, the Certified Appraised Value of the Improvements as of January 1, 2013 may be less than \$3,000,000. Accordingly, failure to meet the \$3,000,000 Certified Appraised Value threshold as of January 1, 2013 shall not invalidate the tax abatement for the calendar year 2013.
- (d) That Owner shall provide District Tax Assessor/Collector with a copy of the Certificate of Occupancy for the Improvements on or before May 1, 2013. Owner's failure to present a copy of the Certificate of Occupancy to District may result in a forfeiture of the tax abatement of tax year 2013.
- (e) That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (f) That Owner will participate in the continuing economic development process in Fort Bend County by becoming a Regular Member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

- (g) **OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE CAD OF THE ABATEMENT, INCLUDING FILING WITH THE CAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- (h) **OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.**
- (i) In consideration of receiving the tax abatement granted herein, Lessee represents and agrees:
 - (a) That beginning January 1, 2014, and thereafter during the term of this Agreement, Lessee shall occupy and/or lease the Improvements, which shall render employment of not less than eighty-five (85) full-time employees.
 - (b) That Lessee has, as of the effective date of this Agreement, the financial resources to implement the above representations.
 - (c) That Lessee will participate in the continuing economic development process in Fort Bend County by becoming a Regular Member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

5. Value and Term of Abatement

(a) This Agreement shall be effective on the date executed by District and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2019. In no event shall this Agreement extend beyond December 31, 2019. This Agreement shall terminate on the completion of the abatement, unless earlier terminated as provided elsewhere herein. Owner's obligation upon default to pay to District any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

(b) In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.

(c) Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder

a property tax abatement for the following years and in the following amounts on the value of the Improvements:

<u>Tax Year</u>	<u>Percentage Abatement</u>
2013	50%
2014	50%
2015	50%
2016	50%
2017	50%
2018	50%
2019	50%

- (1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property, Eligible Property. Ineligible Property, inventory or supplies.
- (2) All Eligible Property shall be placed and/or installed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Eligible Property is placed and/or installed.
- (3) The CAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (4) On or before September 1 of each year of this Agreement, Owner and Lessee shall certify in writing to District Tax Assessor/Collector Owner's compliance with each term of this Agreement.

6. Taxability

During the period that this tax abatement is effective, taxes shall be payable by the Owner as follows:

- (a) The Value of Real Property, Eligible Property and Ineligible Property shall be fully taxable, including inventory; and
- (b) The Value of existing Improvements shall be determined in the base year by the Fort Bend Central Appraisal District.

7. Event of Default

- (a) District may declare Owner and Lessee in default of this Agreement if: (1) Owner or Lessee fails to comply with any term of this Agreement or (2)

Owner allows District ad valorem taxes on the Eligible Property or Ineligible Property, or any property located thereon, to become delinquent, or (3) Owner or Lessee ceases operations on the Real Property before the expiration of the term of the Abatement.

- (b) District shall notify Owner and Lessee of any default in writing specifying the default. Owner and/or Lessee shall have thirty (30) days from the date of the notice to cure any default. If Owner or Lessee fails to cure the default within sixty (60) days from receipt of notice, District may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by District, Owner and Lessee agree that they are liable for and will pay to District within thirty (30) days of the termination of this Agreement:
 - (1) The amount of all taxes abated during the term of this Agreement;
 - (2) Interest on the abated amount at the rate provided for in the TEXAS TAX CODE for delinquent taxes; and
 - (3) Penalties on the amount abated in the year of default, at the rate provided for in the TEXAS TAX CODE for delinquent taxes.
- (d) District shall have a lien against the Owner, Real Property and Eligible Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid.
- (e) This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner or Lessee is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered a default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner and Lessee of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from District to Owner and Lessee. In the event of termination

under this paragraph, Owner and Lessee shall repay to District the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

8. Administration and Inspection

(a) This Agreement shall be administered on behalf of the District Tax Assessor/Collector or her designee. Owner and Lessee shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the operation of the facility. A representative of Owner and Lessee may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's and Lessee's security, safety and operational rules (as the same may be amended from time to time), copies of which have been made available to District.

(b) Upon completion of the placement and/or installation of the Eligible Property, District shall annually evaluate the Real Property and Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner and the Lessee.

(c) The Chief Appraiser of the CAD shall annually determine (1) the taxable value under the terms of this abatement of the Real Property, any Improvements on the Real Property, and Eligible Property located on the Real Property and (2) the full taxable value without abatement of the Real Property, any Improvements on the Real Property, and Eligible Property located on the Real Property. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that

results in recapture of abated taxes.

(d) Owner and/or Lessee shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE, including payroll records, as may be necessary for the administration of the this Agreement. Such information, including payroll records, shall also be provided annually to the District Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. Assignment

This Agreement may not be assigned without prior written consent of District. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District. Approval shall not be unreasonably withheld or delayed.

Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

10. Indemnity

It is understood and agreed between the parties that Owner and Lessee, in performing their respective obligations hereunder, are acting independently of the District, and District assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AND LESSEE, JOINTLY AND SEVERALLY, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FORT BEND CENTRAL APPRAISAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWER'S AND/OR LESSEE'S OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING**

UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S AND LESSEE'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. OWNER AND LESSEE, JOINTLY AND SEVERALLY, SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER AND LESSEE. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER AND LESSEE SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. Force Majeure

If by reason of force majeure, Owner or Lessee is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days of the occurrence relied upon. The obligation of Owner and Lessee to the extent and for the period of time affected by the force majeure, shall be suspended. Owner and/or Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner or Lessee.

12. Commissioners Court Approval

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

13. Compliance with State and Local Regulations

This Agreement shall not be construed to alter or affect the obligations of Owner or Lessee to comply with any city ordinance or federal or state law or regulation.

14. Changes in Tax Laws

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

15. Miscellaneous

(a) This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be 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.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

Any notice required to be given under the provisions of this Agreement shall be in

writing and shall be duly served when it shall have been hand delivered or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to District and Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or District at the following addresses:

To the Tax Assessor/Collector: The Honorable Patsy Schultz
Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77406

To Owner: Mission Entrust Investors, L.P.
3300 S. Gessner, Suite 270
Houston, Texas 77063
Attn: Dennis W. Nelson

To Lessee: Entrust, Inc.
14701 St. Mary's Lane, Suite 150
Houston, Texas 77224-1588
Attn: Robyne Jacobson, COO

To District: Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attention: County Judge

Copy to: Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469

Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. **Failure of Owner to provide District Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

17. Entire Agreement; Ordinance and Economic Impact Statement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

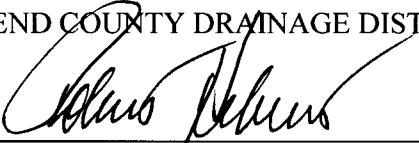
Attached hereto are (a) Exhibit A – Order Designating Fort Bend County Reinvestment Zone No. 15, (b) Exhibit B – site plan, and (c) Exhibit C - Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

19. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District, Lessee and Owner as of the dates below stated. The parties hereto warrant and represent that the individuals executing this Agreement on their behalf has the full authority to execute this Agreement and bind such parties to the same.

FORT BEND COUNTY DRAINAGE DISTRICT

By: 
Robert E. Hebert, County Judge

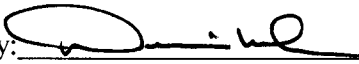
Date: July 10, 2012

ATTEST: 
Dianne Wilson, County Clerk

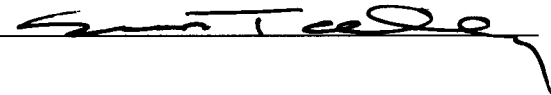


“Owner:”
MISSION ENTRUST INVESTORS, L.P.

By: Dennis W. Nelson, its General Partner

By: 

Date: 7/3/2012

ATTEST: 

“Lessee:”
ENTRUST, INC.

By: _____

ATTEST: _____

Date: _____

19. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District, Lessee and Owner as of the dates below stated. The parties hereto warrant and represent that the individuals executing this Agreement on their behalf has the full authority to execute this Agreement and bind such parties to the same.

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

Dianne Wilson, County Clerk

“Owner:”
MISSION ENTRUST INVESTORS, L.P.

By: _____, its General
Partner

By: _____

Date: _____

ATTEST:

“Lessee:”
ENTRUST, INC.

By:  _____

Date: July 3, 2012

ATTEST:

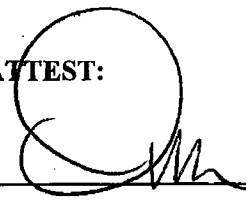
 _____

Exhibit A

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 10th day of July, 2012, at the Travis Building, 7th Floor, Richmond, Texas.

WHEREUPON, among other business, the following was transacted at said meeting:

ORDER DESIGNATING FORT BEND COUNTY REINVESTMENT ZONE NO. 15

The Order was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES: _ _ . _____
NOES: _ _ . _____

The County Judge thereupon announced that the Motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER DESIGNATING FORT BEND COUNTY REINVESTMENT ZONE NO. 15

WHEREAS, the County Commissioners Court passed and approved Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Fort Bend County, Texas, on March 1, 2011;

WHEREAS, pursuant to the Amended Guidelines, the County has received a request for designation of a Reinvestment Zone and Tax Abatement;

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located;

WHEREAS, after proper notice had been given in the June 28, 2012, edition of the Fort

Bend Herald, the County has held a public hearing on July 10, 2012, where all interested persons were given an opportunity to speak, and evidence for and against the designation of Fort Bend County Reinvestment Zone No. 15, (“Reinvestment Zone No. 15”) was gathered;

WHEREAS, the County Commissioners Court has determined, based on evidence gathered, that the improvements sought to be located in proposed Reinvestment Zone No. 15 are feasible and practical and would be a benefit to the land to be included in Reinvestment Zone No. 15 and to the County after the expiration of the Tax Abatement Agreement; and

WHEREAS, the designation of Reinvestment Zone No. 15 will reasonably likely contribute to the retention or expansion of primary employment, increase business opportunities in Fort Bend County and contribute to the economic development of both the property in Reinvestment Zone No. 15 and to Fort Bend County;

NOW THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF FORT BEND COUNTY:

SECTION ONE

That the findings and provisions set out in the preamble of this Order are hereby found to be true and correct, and are made a part of this Order for all purposes.

SECTION TWO

That Fort Bend County Reinvestment Zone No. 15 is hereby designated pursuant to the Amended Guidelines for the purpose of encouraging economic development in Fort Bend County through tax abatement.

SECTION THREE

This designation shall be effective for five (5) years from the date of final passage of this Order and may be renewed for five (5) year periods thereafter.

SECTION FOUR

The attached Exhibit A described tract(s) are to be designated as Reinvestment Zone No.
15.

PASSED AND APPROVED this the ____ day of July, 2012.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

Exhibit B

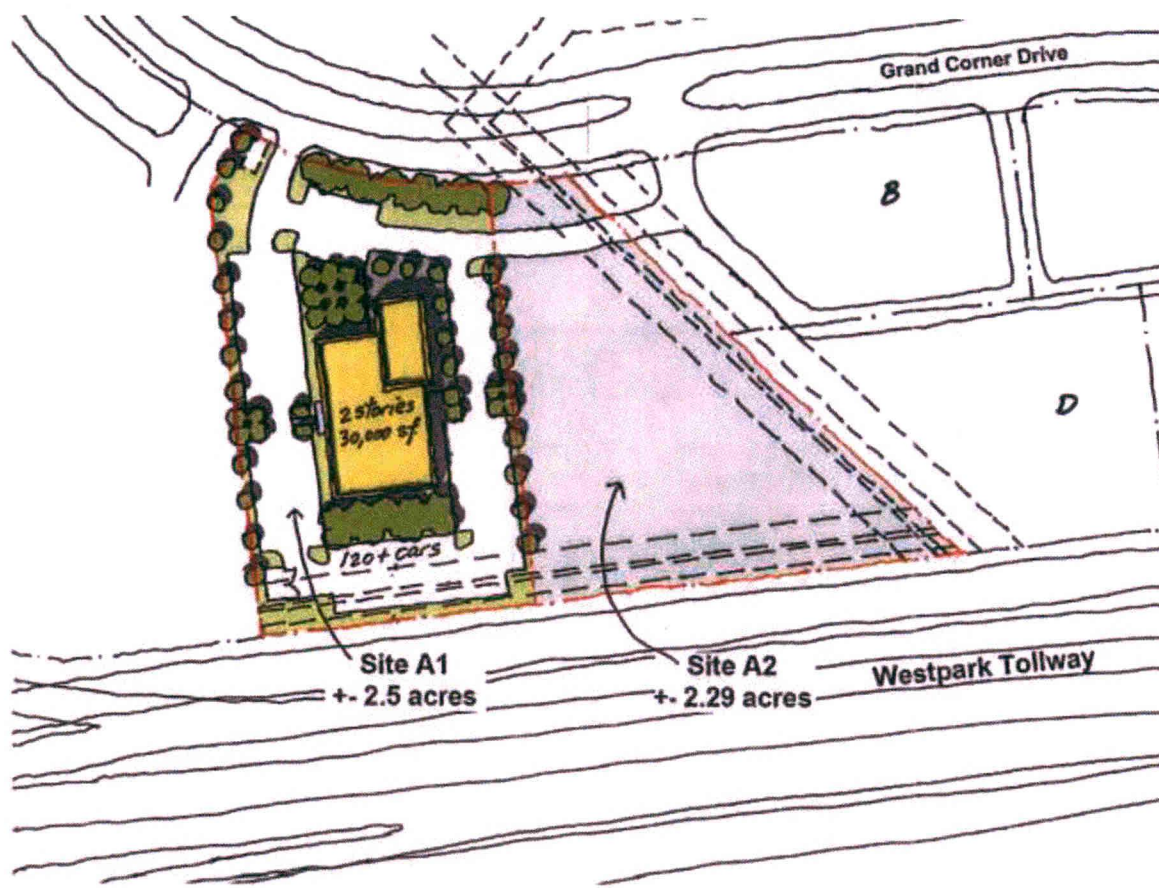


Exhibit C



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

ECONOMIC IMPACT STATEMENT QUESTIONNAIRE

Company Name
City, Fort Bend County

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) will begin prequalification of your project. The information you provide will allow the GFBEDC to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

- 1. **Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend.**

With roots dating back to 1975, the Entrust Family of Companies ("Entrust") provides third party administration and consulting services for employer group health plans, primarily in the State of Texas. These services include health claim administration, actuarial & benefit consulting, medical software development & services, medical case management and prescription consulting. The corporate headquarters of these privately-held companies have been located in Harris County for over 30 years and this landmark move is intended to become the permanent home for company executives, sales and operations.

Please see attached sheets for details and operational description for this location.

- 2. **Information About Your Company**

Company Name: Entrust Family of Companies - "Entrust" (Entrust, Inc.; EnCore System Professionals, Inc. Medical Helpline, Inc., Entrust Risk Management Service, Inc., Entrust Agencies, Inc., Rx Concepts, L.L.C)	
Contact Person: Robyn Jacobson	Title: Chief Operating Officer
Current Address: 14701 St. Mary's Lane, Suite 150, PO Box 44-1588, Houston, Texas 77244-1588	
Office #: 281-368-7878 ext. 126	Mobile #: --
Fax #: 281-368-7828	Website: www.entrustinc.com www.encoresyspros.com www.medicalhelpline.com
Email Address: rjacobson@entrustinc.com	
The Company's Primary SIC Code: 524290	

3. **Type of project (check all that apply):**
 Existing business in Fort Bend County
 New business to Fort Bend County
 Expansion of existing facility
 Construction of new facility
 Company will lease facility
 Company will own facility*
 Corporate/Regional Headquarters
 *New building facility will be co-owned with developer and 55% (est.) of the total rentable space will be leased back by Entrust, Inc.

4. **If the company will lease the facility, who will be the owner:**
 The Mission Companies (Dennis Nelson, developer) and Edward A & Robyn M. Jacobson (principals of Entrust Family of Companies)

5. **Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated):**
 Grand Corner Reserve
 Located at the northeast corner of Grand Parkway (TX99) & Westpark Tollway (FM1093)

6. **Scope of project:**

Size of new facility/expansion:	30-36,000 sq. ft.
Size of existing facility (if applicable):	n/a
Size of lease space in existing facility (if applicable):	n/a
Number of acres at facility site:	2.5 acres
Type of Construction (tilt wall, metal, concrete, etc.):	Tilt wall

7. **Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):**
 100% office
8. **Truck traffic to be generated (# daily or weekly):** 2 delivery truck per day (supplies, Fed X, Shredding, etc.)
9. **Targeted start of construction:** March 2012 (or as soon as possible)
10. **Targeted start of operations:** March 2013
11. **Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):**

Land	Construction Costs of Building Improvements	Equipment & Machinery	Inventory	Other Taxable Personal Property	Total
\$ 708,000	\$ 4,398,000	\$ n/a	\$ n/a	\$ n/a	\$ 5,106,000

12. Estimated percent of inventory that would be Freeport qualified, if any: 0 %
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.

13. Does the company require a Foreign Trade Zone (FTZ)? If so, what percent of the inventory would be FTZ qualified: n/a %

14. Employment information:

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
85	n/a	85

15. Average salary (before benefits): \$49,397

16. Amount of initial, annual local payroll to be created: \$3,260,225

17. What are the estimated annual total sales at the new facility? What portion of the total sales will be subject to local (city) sales taxes? n/a

18. Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value: No

19. Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? Yes. If so, what is the estimated number of hotel/motel stays per year that will be booked locally: 180

20. If your company currently has operations elsewhere in the State of Texas, please list the name of the communities: Corpus Christi, Texas

21. Employee benefit burden (percent of employee's salary that is invested by the company into the employee's benefits): 25%

22. Current owner of real property (land/building) at the time of application: Moody Rambin Interests (Parkside Capital)

23. Have you received or are you currently receiving tax abatement in Fort Bend:
 Yes X No

24. Is this land currently under Agriculture Exemption: ___ Yes ___X___ No
- a. If so, what will be the increase in taxes paid annually to taxing authorities: *To be answered by GFBEDC*
- b. What is the value of roll back taxes to be collected as a result of being taken out of Ag Exemption: *To be answered by GFBEDC*
25. What is the expected increase in value of the land once it is sold? (to be answered by GFBEDC)
26. Productive life of proposed improvements and/or initial term of lease: 25 years
27. Time of day activities will be taking place (i.e, # of shifts):
Monday – Friday, 7:00 am to 6:00 pm; some occasional weekend work activity
28. The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements:
Explain any costs for development or depletion of infrastructure the city and/or water district are being asked to absorb, if any.
None
29. Please provide wastewater information, including activities, facilities, plant processes, products, services, chemicals, materials, and hazardous substances that may be used or that may result from the activities to be conducted within the proposed improvements: No new activities, normal discharge, No improvements required
30. Explain any proposed pretreatment of wastewater prior to discharge into the sanitary sewer system: None
31. Will there be any proposed monitoring of wastewater discharge into the sanitary sewer system: No monitoring required.
32. Public Improvements to be made by the Company in which the public may benefit (please list if any): None
33. Will this business compete with existing businesses in the county? No If so, please list local companies providing the same services:
34. Are there possibilities for local businesses to become suppliers? Yes. Any new retail opportunities? Yes. Please explain. In addition to employees needing access to local restaurants, there are office needs such as office supplies, janitorial services, building maintenance, security, day care, medical groups, shredding companies, storage, copier lease, data lines or data centers
35. Do you anticipate your relocation to attract other new businesses to the area? Please explain: Yes. We anticipate expansion opportunities into other employee benefit services such as payroll and insurance product sales which may bring

another 100 employees over the next two years.

36. Does the business produce any type of emissions or are there any other environmental matters for the city/county to consider: none
37. The company agrees to participate in the continuing economic development process in Fort Bend County by becoming a Trustee member (\$6,000/yr) of the GFBEDC for a minimum period coinciding with the term of any County abatement agreement: Yes No To be determined, based on amount of abatement. *The County Commissioners' Court encourages the company's participation in the Council to support the continued economic growth in the County. The Court considers your decision in their evaluation of the project.*
38. By signing and submitting this application you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date the City/County notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:
a. (1) lawfully admitted for permanent residence to the United States; or
b. (2) authorized under law to be employed in that manner in the United States.

In order to prepare the documents creating the Reinvestment Zone, in which all eligible property placed therein would receive any property tax abatement, and the Abatement Agreement itself, a Site Plan and Legal Description, including a metes and bounds description is necessary. Please provide these as soon as possible if they are not available at the time this EIS is submitted.

CERTIFICATION:

I. APPLICANT:

(Name of Company) ENTRUST, INC.
does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:


Signature

3/9/2012
Date

One Fluor Daniel Drive • Sugar Land, Texas 77478 • www.fortbendcounty.org
Main (281) 242-0000 • Fax (281) 242-6739 • Toll Free (888) 500-5668

5

Printed Name: Rebyn M. Jacobsen
Title: Chief Operating Officer

II. GFBEDC

The Greater Fort Bend Economic Development Council certifies that _____ has met the standard requirements and is qualified for value added tax abatement in Fort Bend County.

W. Jackson Belt
Vice President - Development & Marketing
Greater Fort Bend Economic
Development Council

Date