

STATE OF TEXAS

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COUNTY OF FORT BEND

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**TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY DRAINAGE DISTRICT,  
TRINITY DEVELOPMENT, LLC, AND  
WET SOUNDS, INC.**

This Tax Abatement Agreement, hereinafter referred to as “Agreement,” is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as “District,” acting by and through its Board of Directors and **TRINITY DEVELOPMENT, LLC**, hereinafter referred to as “Owner” of the Real Property and Improvements; and **WET SOUNDS, INC.**, hereinafter referred to as “Lessee” of the Real Property and Improvements, located within the City of Rosenberg Reinvestment Zone No. 24.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Subchapter B of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County Drainage District, Texas, were approved by the Drainage Board on February 26, 2019. District has determined that the request for Tax Abatement presented by Owner conforms to 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 City of Rosenberg Reinvestment Zone No. 24 by the Fort Bend Central Appraisal District (“FBCAD”).
- b. “Real Property” means the approximate 27.38 acre tract of land described in Exhibit 1 attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, which tract of land is located within the City of Rosenberg Reinvestment Zone 24.
- c. “Improvements” means a commercial building with uses of office, distribution, fabrication and warehouse to be located in City of Rosenberg Reinvestment Zone No. 24 containing at least 171,800 square feet of floor space in the aggregate, the interior improvements to such commercial building(s) and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building, to be used for one or more of

the purposes allowed within the CITY OF ROSENBERG Reinvestment Zone No. 24.

- d. "Effective Date" shall mean the date upon which this Agreement has been executed by both District and Owner and the conditions set forth in Section 12 below have been satisfied.
- e. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of Rosenberg Reinvestment Zone No. 24 designated for economic development purposes.
- f. "Eligible Property" means the Improvements described herein and eligible for Abatement under this Agreement.
- g. "Ineligible Property" means land, existing improvements, fixed equipment and machinery, tangible personal property that the FBCAD 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 effective 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.
- h. "Owner" means **TRINITY DEVELOPMENT, LLC** or other person or entity to which this Agreement is assigned, with prior approval of the District
- i. "Lessee" means **WET SOUNDS, LLC** or other person or entity to which this Agreement is assigned, with prior approval of the District
- j. "County" means the County of Fort Bend, Texas.
- k. "Employee" means a person who:
  - i. Is an employee of the Lessee; and
  - ii. Regularly works at least 40 hours a week at the site of the Improvements, excluding time taken for holidays, vacations, sick leave, or other regular leave.

**3. Subject Property:**

- a. The City of Rosenberg Reinvestment Zone No. 24 is an area located in Fort Bend County Drainage District, Texas, being legally described in Exhibit 1 attached hereto and incorporated herein for all purposes.
- b. The FBCAD has established the base year values for the subject property as of January 1, 2020 ("Base Year").

**4. Responsibilities:** In consideration of receiving the tax abatement granted herein, Owner and Lessee each represents and agrees:

- a. Responsibilities of Lessee:
  - i. Beginning on April 30, 2021 and continuing through December 31, 2031 Lessee will have and maintain at least 45 continuously employed persons employed at the Improvements meeting the definition of Employees, the as defined in this Agreement. The Employees required by this Agreement must have at least an average Annual Salary of at least \$75,000.00 before benefits.

- ii. Upon request, Lessee shall annually furnish District with only payroll records as allowed by law and as necessary for District to confirm Lessee's compliance with this Agreement (e.g. number of employees is appropriate; payroll dollars, taxes, benefits, and bonuses are not appropriate).
  - iii. Lessee shall ensure that all non-abated ad valorem taxes assessed by District on any property owned by Lessee in Fort Bend District are paid prior to delinquency, excluding payment of any taxes which are subject to a properly filed protest and/or contest. Delinquent taxes for any Fort Bend District Property is a default of Lessee's obligations and will be grounds for termination regardless of whether the delinquent property is subject to an abatement.
- b. Responsibilities of Owner:
- i. That construction of the Improvements will commence without delay.
  - ii. No later than December 31, 2021 (the "Completion Date") Owner shall ensure that construction of the Improvements are complete. Owner shall provide the County Tax Assessor/Collector with written documentation confirming completion of the Improvements on or before the Completion Date. Owner's failure to provide the written documentation required by this Section may result in a forfeiture of the tax abatement provided for tax year 2022; provided that in the event Owner provides such documentation after December 31, 2021 but prior to December 31, 2022, the forfeiture of the tax abatement for failure to timely complete Improvements shall not apply to any tax abatement after tax year 2022.
  - iii. That Owner shall provide the County's Tax Assessor/Collector a certified statement that Owner has spent a minimum of \$12,000,000.00 in total project costs with respect to the Improvements (excluding the cost of the Real Property) within sixty (60) days after completion of the Improvements; and that the Certified Appraised Value of the Improvements on January 1, 2022, and on each and every January 1 thereafter during the term of this Agreement must not be less than \$9,600,000.00. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in their discretion. Failure to meet the requirements of this section shall not be a default but will invalidate the tax abatement for the year this requirement was not satisfied.
  - iv. OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
  - v. OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM DISTRICT AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY SUBJECT TO THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.

- vi. That Owner has as of the effective date of this Agreement, the financial resources to implement the above representations.
- vii. That Owner shall ensure that taxes on all property owned by it in Fort Bend District are current. Delinquent taxes for any Fort Bend District property of Owner is a default of Owner and Owner's obligations hereunder and will be grounds for termination of this Agreement, regardless of whether the delinquent property is subject to an abatement under this Agreement.
- viii. That Owner will participate in the continuing economic development process in Fort Bend County by continuing their current membership as a Trustee Member (\$6,000/yr. dues) 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 Owner, and Lessee and shall terminate on December 31, 2031. In no event shall this Agreement extend beyond December 31, 2031.
- 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 of the District ad valorem taxes applicable to Owner or Lessee on Eligible Property of Owner or Lessee for the following years and in the following amounts on the value of the Improvements:

Tax Year	Percentage Abatement
2022	60%
2023	60%
2024	60%
2025	60%
2026	60%
2027	60%
2028	60%
2029	60%
2030	60%
2031	60%

- 1) The abatement granted shall not apply to any Ineligible Property.

- 2) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner or Lessee protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
  - 3) On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement by completion and submission of the form attached as Exhibit 3 to this Agreement. No substitutions are allowed.
- d. In the event Lessee does not meet the Responsibilities provided in Section 4(a)(i) or Owner does not meet the Responsibilities provided in Section 4(b)(iii) in any year during the Term of the Abatement, the Percentage Abatement shown in Section 5(c) shall be reduced in an amount proportional to the percentage that the Responsibilities were not met. By way of example, if the average Annual Salary were 10% less than the required \$75,000, the Percentage Abatement would be reduced by 10% ( $60\% - 6\% = 54\%$ ) to 54% for such year when the Responsibility is not achieved.
- e. If two or more of the required minimum values in Par.4(a)i and Par.4(b)iii fall below the stated required minimums in any one year of the abatement term, then the reduction that is the greatest would be used to calculate the adjusted percentage of abatement for that one year. This does not apply to the Owner requirement in Par.4(a)I to certify a minimum total project cost of \$12,000,000.00.
- 1) For example, if in any one year of the Abatement term, improvements were 10% lower, jobs 6% lower, and salary 7% lower, we would reduce the 60% by 10%, which would be 6%, and as shown above, the abatement for that year would be 54%.
  - 2) However, if any one or more of the values were to decrease more than 20% lower than the required values of any year of the Abatement term, the Agreement would not be in default, but the Eligible Property would not qualify for the Abatement that year.
6. **Taxability:** During the period that this tax abatement is effective, the value of taxes shall be payable by the Owner or Lessee as follows:
- a. The value of all property (Eligible and Ineligible Property), shall be determined in the Base Year by the FBCAD.
  - b. The value of Ineligible Property shall be fully taxable.
  - c. The value of Eligible Property shall be abated as set forth in Section 5(c).
7. **Event of Default:**
- a. District may declare Owner or Lessee in default of this Agreement if: (1) Owner or Lessee fails to comply with any term of this Agreement or (2) Owner or Lessee allows District ad valorem taxes on any property owned by Owner or Lessee in the Drainage District to become delinquent, even if the delinquent taxes are for a property not subject to an abatement or (3) Owner or Lessee ceases operations on the Real Property for a continuous

period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the District, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the District shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11 herein.

- b. District shall notify Owner and Lessee of any default in writing specifying the default. Owner shall have ninety (90) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.
- c. Any Default Notice issued in accordance this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE DISTRICT. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, ACTION TO RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

- d. Owner or Lessee agree that all taxes previously abated by virtue of this Agreement will be recaptured and paid to District within thirty (30) days of the termination in the event that termination is due to Owner or Lessee:
  - i. Allowing its ad valorem taxes owed the District to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest; or
  - ii. Failing to Construct the Improvements; or
  - iii. Owner's and or Lessee's cessation of operation of the Real Property in violation of Section 7(a)(3) above, and failure to cure such cessation within the applicable cure periods.
- e. Payment of recaptured taxes will include:
  - i. The amount of all taxes abated during the term of this Agreement; and
  - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.

- iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- f. District shall have a lien against the Real Property, Ineligible 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.
- g. 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 is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner 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. In the event of termination under this paragraph (d), Owner 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.
- h. Except as set forth in Section 7(c) above, if this Agreement is terminated by District, as District's sole and exclusive remedy, all future abatement of taxes hereunder shall terminate.

**8. Administration and Inspection**

- a. This Agreement shall be administered by the Fort Bend County Tax Assessor/Collector or her designee. Owner 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 two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner'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 Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of any Eligible Property located on the Real Property and (2) the full taxable value without abatement of the 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 shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code as may be necessary for the administration of this Agreement. Such information shall also be provided annually to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. **Assignment**

- a. Owner may not assign this Agreement without the 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.
- b. 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 Agreement only.
- c. Owner shall provide notice to District within ninety (90) days after any sale or assignment of the Real Property subject to this Agreement.

10. **Indemnity**

**IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT OWNER AND LESSEE, IN PERFORMING OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND DISTRICT ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES. OWNER AND LESSEE EACH AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS 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 INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER 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. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER,**

**NEITHER OWNER NOR LESSEE SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

**11. Force Majeure:**

If by reason of force majeure, Owner 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 after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner 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 or lack of capacity of the wastewater system or water supply system; governmental delays in granting approvals or issuing permits; or any other cause not reasonably within the control of the Owner.

**12. District Approval:**

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

**13. Compliance with State and Local Regulations:**

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

**14. Changes in Laws/Vested Rights:**

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, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

**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**

- a. 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, deposited with a nationally recognized overnight courier, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and 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) business days after the date of deposit in the United States Mail.
- b. 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 Carrie Surratt  
Fort Bend County Tax Assessor-Collector  
1317 Eugene Heimann Circle  
Richmond, Texas 77469

**To District:** Fort Bend County Drainage District  
401 Jackson  
Richmond, Texas 77469  
Attention: Judge

**Copy to:** Fort Bend County Attorney  
401 Jackson  
Richmond, Texas 77469

**To Owner:** Trinity Development, LLC  
10621 S. Sam Houston Parkway W Suite 100  
Houston, Texas 77071  
Attn: Mark Powell

**With a copy to:** Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Stephen M. Robinson

**To Lessee:** Wet Sounds, Inc.  
10621 S. Sam Houston Parkway W Suite 100  
Houston, TX 77071  
Attn: Mark Powell

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

**17. Entire Agreement**

This Agreement contains the entire Agreement among the parties and supersedes 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 1 – City of Rosenberg Ordinance designating Reinvestment Zone No. 24 and legal description of Real Property (land) comprising the Reinvestment Zone (b) Exhibit 2, the Economic Impact Statement, and (c) Exhibit 3, the Annual Compliance Certificate—all of which are made part of this Agreement.

*[remainder of page left blank]*

*[execution page follows]*

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Owner have full authority to execute this Agreement and bind Owner to the same.

“DISTRICT:”  
FORT BEND COUNTY  
DRAINAGE DISTRICT

*KP George*  
County Judge KP George

By: \_\_\_\_\_  
KP George, County Judge

Date: 5-6-2020



ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk

“OWNER”  
TRINITY DEVELOPMENT, LLC.  
a Texas limited liability company

By: *DOETH KAT OLUF*

Printed Name: *DOETH KAT OLUF*

Title: *OWNER*

Date: *4-28-20*

“LESSEE”  
WET SOUNDS, INC.

By: *DREW POWELL*

Printed Name: *DREW POWELL*

Title: *TREASURER*

Date: *4-28-20*

ATTEST:

*Mark Powell*

Printed Name: *Mark Powell*

AS PER ORIGINAL

**EXHIBIT 1**

**CITY OF ROSENBERG ORDINANCE DESIGNATING  
REINVESTMENT ZONE NO. 24 AND  
LEGAL DESCRIPTION OF REAL PROPERTY (LAND)  
COMPRISING THE REINVESTMENT ZONE**

**EXHIBIT 2**

**ECONOMIC IMPACT STATEMENT**

**EXHIBIT 3**

**ANNUAL COMPLIANCE CERTIFICATE**

# **FORT BEND COUNTY TAX ABATEMENT ANNUAL COMPLIANCE CERTIFICATE**

**Due by September 1 of current tax year**

**Current Tax Year \_\_\_\_\_**

**This certification is being made on behalf of the OWNER / LESSEE (circle one)  
Each must prepare a separate report**

Per the terms of the tax abatement agreement between Fort Bend County, Fort Bend County Drainage District and

Owner \_\_\_\_\_ and

Lessee (if applicable) \_\_\_\_\_

dated \_\_\_\_\_ we are in compliance with the following terms of the agreement:

1. Construction of the improvements was completed on: \_\_\_\_\_
2. Certified statement regarding project costs was provided to the Fort Bend County Tax Assessor/Collector on: \_\_\_\_\_ (date)
3. Certificate of Occupancy was provided to the Fort Bend County Tax Assessor/Collector on: \_\_\_\_\_ (date)
4. Certified appraised value of the improvements as of January 1 \_\_\_\_\_ (current tax year) was \$ \_\_\_\_\_ which meets the required minimum value requirement of \$ \_\_\_\_\_.
5. Certified appraised value of the eligible property (if included in abatement agreement) as of January 1 \_\_\_\_\_ (current tax year) was \$ \_\_\_\_\_ which meets the required minimum value requirement of \$ \_\_\_\_\_.
6. Total number of employees employed at the improvement for current tax year is \_\_\_\_\_ which meets the required minimum value requirement of \_\_\_\_\_.
7. Owner / lessee (circle one) applied for/renewed membership in the Greater Fort Bend Economic Development Council as required in the abatement agreement on \_\_\_\_\_ (date).

8. Owner / lessee (circle one) filed the annual Application(s) for Property Tax Abatement Exemption (Form 50-116) with Fort Bend Central Appraisal District on

\_\_\_\_\_ (date).

9. If there are additional requirements under the specific abatement agreement(s) by and between Fort Bend County, Fort Bend County Drainage District, Owner / Lessee noted above, please list requirement(s) and certify compliance here:

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At this time, Owner/Lessee (circle one) wishes to designate a different mailing address for notices under the terms of this abatement agreement.

NEW NOTIFICATION ADDRESS:

To Owner / Lessee :  
(circle one)

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Please indicate the basis for your authority to represent the property owner in filing this certificate:

\_\_\_\_\_ Officer of the company                      \_\_\_\_\_ General Partner of the company

\_\_\_\_\_ Attorney for property owner

\_\_\_\_\_ Agent for tax matters appointed under Tax Code Section 1.111 (copy of completed Form 50-162 filed with Fort Bend Central Appraisal District)

I \_\_\_\_\_, swear or affirm the following:  
(print name)

- To the best of Company's knowledge and belief, each fact contained in this certificate is true and correct, and that Company is in compliance with the terms of the Agreement.
- Company understands that this Certificate is being relied upon by the County in connection with the tax abatement provided for in the Agreement.
- Company understands the consequences for noncompliance with the abatement agreement.
- The undersigned signatory has the legal and express authority to sign this Certificate on behalf of Company.

Signature of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

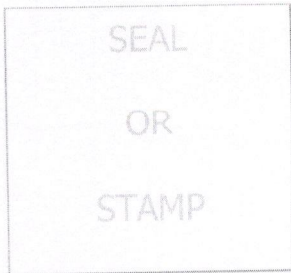
SWORN TO and SUBSCRIBED before me on this the \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Trinity Development, LLC & Wet Sounds, Inc  
 Houston, TX United States

**Certificate Number:**  
 2020-612795

**Date Filed:**  
 04/28/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort bend County Drainage District

**Date Acknowledged:**  
 05/06/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 FBCDD Abtmnt 04012020  
 Property Tax Abatement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)