

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
(a nonprofit corporation)

APPLICATION FOR FINANCING

The purpose of this application is to present to the Fort Bend County Industrial Development Corporation (the "Corporation") a reasonably comprehensive outline of the project (the "Project") for which financing is being requested. Fill in all blanks, using "None" or "Not Applicable" where necessary. If additional space is needed, attach separate sheets as exhibits. The completed application, with supporting documents, is to be submitted to the Corporation in duplicate in care of Fort Bend County Economic Development Council at the following address: One Fluor Daniel Drive, Suite D10, Sugar Land, Texas 77478; (281) 242-0000, Attention: Jeff Wiley.

All applications for financing must be submitted to the Corporation for review and recommendation at least three weeks prior to a meeting of the Board of Directors during which action upon said application will be taken.

1. General Information

- a. Legal name, address and telephone number of Applicant.
- b. State of incorporation or other form of organization or association.
- c. Registered agent for service of process for the Applicant.
- d. Person to whom questions and correspondence should be directed.

- e. Name, address and telephone number of counsel for Applicant (this does not mean bond counsel).

- f. If Applicant meets the criteria for definition as a "small business concern" established by the Small Business Administration, please provide the details in a separate attachment to this Application.

- g. Name, address and telephone number of accounting firm.

2. Description of Project

a. Amount of financing applied for:

b. Total Cost of Project

c. Provide a detailed description of the Project to be financed including a description of the manufacturing process, if applicable, the major components of the Project, the estimated number and type of new jobs to be created in Fort Bend County, Texas by the Project and the annual payroll of employees working at the Project.

d. To the extent known at this time, attach a detailed schedule of the sum total of all reasonable or necessary costs incidental to the acquisition and/or construction of the Project, including the cost of studies and surveys, plans, specifications, architectural and engineering services and other necessary and incidental expenses.

- e. Summary of Estimated Cost of the Project:

- f. If estimates have been determined by outside services, please indicate party calculating and submitting data.

- g. Construction timing:
 - a) Estimated date of commencement:

 - b) Estimated date of completion:

 - c) Estimated date Project will be placed in operation:

- h. Location of Project: (Street address or street referenced location).

- i. Indicate the present legal owner of the site of the Project and the relationship between the present legal owner and the Applicant; and whether or not the acquisition of the land is to be included in the amount to be financed:

- j. Name and address of consulting engineer and architect: (If the Project was not designed by a licensed engineer, submit the criteria and methods used to accomplish the design).

3. Financial Arrangements

- a. Date on which Applicant adopted intent to finance Project with tax-exempt debt: (Attach a copy.)

- b. Summarize the financing arrangements as planned as of this date including name and address of the financial institution(s) (bank, investment banking firm, etc.), if determined, which may be interested in purchasing the bonds if and when such bonds may be approved for sale: (It is the responsibility of the Applicant to arrange for the marketing of the bonds if the financing is approved, with the Corporation's concurrence.)

- c. If the Applicant has a credit rating, please state the rating and agency:

- d. Explain how the Project will be financed if all or a portion of the amount of the financing applied for herein is denied:

4. Financial Statements

- a. Attach Applicant's most recent Form 10-K to the Securities and Exchange Commission, together with the most recent Form 10-Q.

OR

- b. A brief description of the Applicant's form of organization and organizational structure, including parent, subsidiaries and affiliates; and

- c. A brief statement of the history and type of business engaged in; and

- d. The names and ages of executive or managing officers and directors and a brief account of all business experience of each such officer or director, including his principal occupations and employment and the name and principal business of the corporation or other organization in which such occupations and employment were carried on; and,

- e. Audited financial statements of Applicant for each of the three preceding fiscal years.

- f. Detail changes or events subsequent to the date of the most recent financial statements (including but not limited to pending or threatened litigation, claims, assessments, commitments, subsequent information regarding uncollectibility of receivables, valuation of assets, changes in corporate structure or statements of prior period financial statements) which may have a material effect on the Applicant's financial position:

5. Agreement of Application

- a. **INDEMNITY: BY ITS EXECUTION OF THIS APPLICATION, THE APPLICANT AGREES THAT IT WILL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS THE CORPORATION, THE BOARD OF DIRECTORS OF THE CORPORATION, FORT BEND COUNTY, TEXAS (THE "UNIT"), THE COMMISSIONERS COURT OF THE UNIT AND ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS AND ANY OTHER PARTY ACTING FOR OR ON BEHALF OF THE CORPORATION OR THE UNIT (SUCH PARTIES BEING HEREINAFTER REFERRED TO AS THE "INDEMNIFIED PARTIES") AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES (COLLECTIVELY HEREIN CALLED "LOSSES") OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF OR RELATING TO ONE OR MORE CLAIMS, AS HEREINAFTER DEFINED, EVEN IF SUCH LOSSES OR CLAIMS, OR BOTH, DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, OR ARE ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF OR RELATED TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT. THE TERM "CLAIMS" AS USED HEREIN SHALL MEAN ALL CLAIMS, LAWSUITS, CAUSES OF ACTION AND OTHER LEGAL ACTIONS AND PROCEEDINGS OF WHATSOEVER NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS, LAWSUITS, CAUSES OF ACTION AND OTHER LEGAL ACTIONS AND PROCEEDINGS, INVOLVING BODILY OR PERSONAL INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, PERSONS EMPLOYED BY THE CORPORATION, THE UNIT, THE APPLICANT OR ANY OTHER PERSON AND ALL PROPERTY OWNED OR CLAIMED BY THE CORPORATION, THE UNIT, THE APPLICANT, ANY AFFILIATE OF THE APPLICANT OR ANY OTHER PERSON) OR INVOLVING DAMAGES RELATING TO THE ISSUANCE, OFFERING, SALE OR DELIVERY OF THE CORPORATION'S BONDS TO FINANCE THE PROJECT (THE "BONDS") BROUGHT AGAINST ANY INDEMNIFIED PARTY OR TO WHICH ANY INDEMNIFIED PARTY IS A PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE ISSUANCE, OFFERING, SALE OR DELIVERY OF THE BONDS OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT OR ANY PART THEREOF.**

NONE OF THE INDEMNIFIED PARTIES SHALL BE LIABLE TO THE APPLICANT FOR, AND THE APPLICANT HEREBY RELEASES EACH OF THEM FROM ALL LIABILITY TO THE APPLICANT FOR ALL INJURIES, DAMAGES OR DESTRUCTION OF ALL OR ANY PART OR PARTS OF ANY PROPERTY OWNED OR CLAIMED BY THE APPLICANT THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE DESIGN, CONSTRUCTION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT OR ANY PART THEREOF, EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT.

EACH INDEMNIFIED PARTY, AS APPROPRIATE, SHALL REIMBURSE THE APPLICANT FOR PAYMENTS MADE BY THE APPLICANT TO THE EXTENT OF ANY PROCEEDS, NET OF ALL EXPENSES OF COLLECTION, ACTUALLY RECEIVED BY THEM FROM ANY INSURANCE WITH RESPECT TO THE LOSS SUSTAINED. SUCH INDEMNIFIED PARTY, AS APPROPRIATE, SHALL HAVE THE DUTY TO CLAIM ANY SUCH INSURANCE PROCEEDS AND THE INDEMNIFIED PARTY, AS APPROPRIATE, SHALL ASSIGN ITS RESPECTIVE RIGHTS TO SUCH PROCEEDS, TO THE EXTENT OF SUCH REQUIRED REIMBURSEMENT, TO THE APPLICANT. IN CASE ANY ACTION SHALL BE BROUGHT OR TO THE KNOWLEDGE OF ANY INDEMNIFIED PARTY, THREATENED AGAINST ANY OF THEM IN RESPECT OF WHICH INDEMNITY MAY BE SOUGHT AGAINST THE APPLICANT, THE INDEMNIFIED PARTY SHALL PROMPTLY NOTIFY THE APPLICANT IN WRITING AND THE APPLICANT SHALL HAVE THE RIGHT TO ASSUME THE INVESTIGATION AND DEFENSE THEREOF, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY SUCH ACTION AND PARTICIPATE IN THE INVESTIGATION AND DEFENSE THEREOF, BUT THE FEES AND EXPENSES OF SUCH COUNSEL SHALL BE PAID BY THE INDEMNIFIED PARTY UNLESS (A) THE EMPLOYMENT OF SUCH COUNSEL HAS BEEN SPECIFICALLY AUTHORIZED BY THE APPLICANT, IN WRITING, (B) THE APPLICANT HAS FAILED TO ASSUME THE DEFENSE AND TO EMPLOY COUNSEL OR (C) THE NAMED PARTIES TO ANY SUCH ACTION (INCLUDING ANY IMPEADED PARTIES) INCLUDE BOTH AN INDEMNIFIED PARTY AND THE APPLICANT, AND SAID INDEMNIFIED PARTY SHALL HAVE BEEN ADVISED BY SUCH COUNSEL THAT THERE MAY BE ONE OR MORE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE AVAILABLE TO THE APPLICANT (IN WHICH CASE, IF THE INDEMNIFIED PARTY NOTIFIES THE APPLICANT IN WRITING THAT IT ELECTS TO EMPLOY SEPARATE COUNSEL AT THE APPLICANT'S EXPENSE, THE APPLICANT SHALL NOT HAVE THE RIGHT TO ASSUME THE DEFENSE OF SUCH ACTION ON BEHALF OF SUCH INDEMNIFIED PARTY, IT BEING UNDERSTOOD, HOWEVER, THAT THE APPLICANT SHALL NOT, IN CONNECTION WITH ANY ONE SUCH ACTION OR SEPARATE BUT SUBSTANTIALLY SIMILAR OR RELATED ACTIONS IN THE SAME JURISDICTION ARISING OUT OF THE SAME GENERAL ALLEGATIONS OR CIRCUMSTANCES, BE LIABLE FOR THE REASONABLE FEES AND EXPENSES OF MORE THAN ONE SEPARATE FIRM OF ATTORNEYS FOR THE INDEMNIFIED PARTY, WHICH FIRM SHALL BE DESIGNATED IN WRITING BY SAID INDEMNIFIED PARTY). THE INDEMNIFIED PARTY, AS A CONDITION OF SUCH INDEMNITY, SHALL USE ITS BEST EFFORTS TO COOPERATE WITH THE APPLICANT IN THE DEFENSE OF ANY SUCH ACTION OR CLAIM. THE APPLICANT SHALL NOT BE LIABLE FOR ANY SETTLEMENT OF ANY SUCH ACTION WITHOUT ITS CONSENT BUT, IF ANY SUCH ACTION IS SETTLED WITH THE CONSENT OF THE APPLICANT OR IF THERE BE FINAL JUDGMENT FOR THE PLAINTIFF IN ANY SUCH ACTION, THE APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY LOSS BY REASON OF SUCH SETTLEMENT OR JUDGMENT.

- b. FEES AND EXPENSES: APPLICANT AGREES TO PAY ALL REASONABLE AND NECESSARY COSTS, EXPENSES AND FEES INCURRED BY THE CORPORATION IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT, INCLUDING BUT NOT LIMITED TO THE OUT-OF-POCKET EXPENSES INCURRED BY THE CORPORATION'S PERSONNEL; FEES FOR LEGAL SERVICES AND OUT-OF-POCKET EXPENSES OF THE**

CORPORATION'S LEGAL COUNSEL AND ANY SPECIAL COUNSEL (SUCH LEGAL SERVICES TO BE CHARGED AT THE NORMAL HOURLY RATE MULTIPLIED BY THE NUMBER OF HOURS SPENT); FEES AND OUT-OF-POCKET EXPENSES FOR CONSULTING ADVICE OF THE CORPORATION'S CONSULTING ENGINEERS; FEES AND EXPENSES REQUIRED IN CONNECTION WITH THE UNDERWRITING OR PLACEMENT OF THE BONDS; FEES AND OUT-OF-POCKET EXPENSES OF BOND COUNSEL; FEES AND OUT-OF-POCKET EXPENSES OF THE TRUSTEE; ALL RECORDING COSTS; BLUE SKY AND LEGAL INVESTMENT SURVEY COSTS; RATING AGENCIES; FEES AND PRINTING COSTS; AND ALL INCIDENTAL EXPENSES, COSTS AND CHARGES RELATING TO THE PROJECT AND THE ISSUANCE OF THE BONDS NOT ENUMERATED ABOVE. THE CORPORATION WILL UPON REQUEST PROVIDE OR CAUSE TO BE PROVIDED TO THE TRUSTEE UNDER THE INDENTURE OF TRUST AND/OR THE APPLICANT ANY DATA OR INFORMATION WHICH MAY BE REASONABLY REQUIRED TO VERIFY ANY OF THE COSTS AND EXPENSES AND FEES ENUMERATED ABOVE. WITH RESPECT TO THE COSTS, EXPENSES AND FEES ENUMERATED ABOVE, THE APPLICANT SHALL AT THE CORPORATION'S REQUEST ADVANCE ON A MONTHLY BASIS THE AMOUNTS INCURRED BY THE CORPORATION PENDING REIMBURSEMENT OUT OF THE PROCEEDS FROM THE SALE OF THE BONDS. TO THE EXTENT THAT THE COSTS, EXPENSES AND FEES ENUMERATED ABOVE ARE NOT OR CANNOT BE PAID OR REIMBURSED FROM THE PROCEEDS OF THE BONDS OR IF BONDS ARE NOT ISSUED, THE APPLICANT SHALL PAY THE SAME.

- c. A NON-REFUNDABLE FEE OF \$1,000 SHALL BE PAYABLE TO THE CORPORATION CONCURRENTLY WITH THE FILING OF THIS APPLICATION FOR FINANCING.**

- d. IN ADDITION, AT THE TIME THE APPLICATION IS FORWARDED TO THE TEXAS DEPARTMENT OF ECONOMIC DEVELOPMENT, THE APPLICANT WILL BE REQUIRED TO PAY TO THE TEXAS DEPARTMENT OF ECONOMIC DEVELOPMENT A NONREFUNDABLE FILING FEE IN THE AMOUNT EQUAL TO 1/10TH OF 1.0% OF THE FACE AMOUNT OF THE BOND ISSUE OR \$25,000, WHICHEVER IS LESS, BUT IN NO EVENT LESS THAN \$500, OR SUCH OTHER AMOUNT AS REQUIRED BY THE TEXAS DEPARTMENT OF ECONOMIC DEVELOPMENT'S INDUSTRIAL REVENUE BOND PROGRAM RULES. THE APPLICANT WILL ALSO BE REQUIRED TO PAY TO THE ATTORNEY GENERAL OF THE STATE OF TEXAS THE PRESCRIBED FEE IN CONNECTION WITH THE ATTORNEY GENERAL'S EXAMINATION AND APPROVAL OF THE BOND ISSUE AS PROVIDED BY LAW AND, IF APPLICABLE, TO THE TEXAS BOND REVIEW BOARD THE PRESCRIBED FEES IN CONNECTION WITH THE RESERVATION OF A PORTION OF THE STATE CEILING FOR PRIVATE ACTIVITY BONDS. UPON CLOSING, THE APPLICANT WILL BE REQUIRED TO PAY THE CORPORATION A CLOSING FEE IN THE AMOUNT EQUAL TO 1/5TH OF 1% OF THE FACE AMOUNT OF THE BOND ISSUE.**

The undersigned verifies that he or she is duly authorized to submit the foregoing application on behalf of the Applicant and that the foregoing information is true and correct to the best of his or her knowledge and belief submitted on the ____ day of _____, _____.

Applicant: _____

By: _____

Title: _____