

SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS SECOND AMENDMENT ("2ND Amendment"), is made and entered into by and between BRAZORIA COUNTY, TEXAS, a corporate body politic ("Brazoria"), FORT BEND COUNTY, TEXAS, a corporate body politic ("Fort Bend"), PORT FREEPORT, a corporate body politic ("Port Freeport") and the BRAZORIA-FORT BEND RAIL DISTRICT ("District"), a rail district created under Chapter 172 of the Texas Transportation Code (collectively, the "Parties").

WHEREAS, the Parties executed and accepted that certain Reimbursement Agreement on March 22, 2016, ("Agreement") to advance funds in the amount of \$50,000 each to fund the District's 2016 budget, in addition to an initial amount of \$200,000 each for a feasibility study, and subsequently amended the Agreement on February 2, 2017 ("Amendment") to fund the 2017 budget; and

WHEREAS, the Parties desire to amend the Agreement a second time to provide additional funding to the District for the District's 2018 budget.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Whereby, Brazoria, Ft. Bend, and Port Freeport have previously advanced funds in the amount of \$250,000.00 each for a feasibility study and fund the District's 2016 budget; Brazoria, Fort Bend, and Port Freeport hereby agree to advance additional funds in the amount of \$50,000.00 each for the District's 2018 budget.
2. The District's obligation to reimburse the Parties under the Agreement for all sums advanced to, or on behalf of, the District shall remain and shall be extended to reimburse any and all funds under this 2ND Amendment.
3. This 2ND Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same 2ND Amendment.
4. The parties to this 2ND Amendment agree that the electronic and/or digital signatures of the parties included in this 2ND Amendment are intended to authenticate this writing and to have the same force and effect as the use of manual signatures, so long as the electronic and/or digital signatures comply with the Uniform Electronic Transactions Act, Chapter 322, Texas Business and Commerce Code.
5. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this 2ND Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 2ND Amendment. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

BRAZORIA COUNTY, TEXAS




L.M. "Matt" Sebesta, Jr., County Judge


October 10, 2017

Date

ATTEST:



Brazoria County Clerk



FORT BEND COUNTY, TEXAS

Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, Fort Bend County Clerk

PORT FREEPORT



Paul Kresta, Chairman

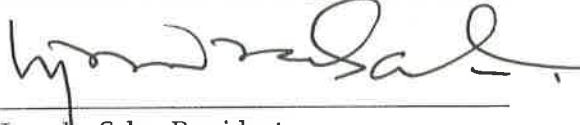
08/24/2017

Date

ATTEST:



BRAZORIA-FORT BEND RAIL DISTRICT



Upendra Sahu, President
Brazoria-Fort Bend Rail District

10/27/2017

Date

ATTEST:



Brazoria-Fort Bend Rail District, Secretary