

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND COUNTY DRAINAGE DISTRICT AND STAR GESSNER PROPERTIES, LTD

This SECOND AMENDMENT of the Tax Abatement Agreement is made and entered into by and between FORT BEND COUNTY DRAINAGE DISTRICT, acting herein by and through its Board and STAR GESSNER PROPERTIES, LTD., (hereinafter referred to as "Owner").

RECITALS

WHEREAS, on or about February 22, 2011, the Parties entered into a Tax Abatement Agreement which was amended July 28, 2015, and is incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

WHEREAS, both the Original Agreement and this Second Amendment are executed as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS PROPERTY TAX CODE, and the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County Drainage District, Texas

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, District, and Owner agree as follows:

Pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS PROPERTY TAX CODE, and the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones located in Fort Bend County Drainage District, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to "Owner" shall mean and refer to Waterworld, USA as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 7 created by the City of Missouri City, Texas.
2. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner under the Agreement shall be imposed upon Waterworld, USA and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of Waterworld, USA.

3. The representatives of Owner and Owner-Assignee whose signatures execute this Second Amendment represent and warrant to District that they have the requisite authority to enter into the Agreement and Second Amendment thereof.
4. The addresses set out in Section 16 of the Agreement for notices is hereby deleted in its entirety and the following addresses are substituted therefore:

To the Tax Assessor/Collector:

Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77406

To Owner (formerly Assignee):

Waterworld USA, Inc.
13550 S. Gessner Drive
Missouri City, TX 77489

To District:

Fort Bend County Judge
401 Jackson
Richmond, Texas 77469

Copy to:

Fort Bend County Attorney
401 Jackson, 3rd Floor
Richmond, Texas 77469

5. **WATERWORLD, USA SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
6. Section 5. Responsibility of Owner for Phase II Improvements is hereby deleted in its entirety but only with regard to Phase II Improvements. The same requirement for Phase I remains intact even if the content for the requirement is the same.
7. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.
8. The tax abatement shall apply for the tax years as stated in the Agreement. This amendment does not purport to extend the tax abatement to tax years beyond tax year 2021, as stated in the original agreement.
9. All future amendments, if any, of the Agreement shall require written consent of the District's Board.

10. The original Tax Abatement Agreement and First Amendment executed by and between Fort Bend District and Star Gessner Properties, Ltd. is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein for all purposes, subject only to the above described amendment.

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

“County”
FORT BEND COUNTY

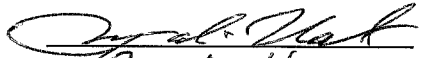
By: _____
KP George, County Judge

Date: _____

ATTEST:

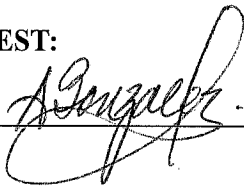
Laura Richard, County Clerk

“Owner”
STAR GESSNER PROPERTIES LTD.


By: 
Name: PARALI UMARIYA
Title: PRESIDENT
Date: 05-24-19

Date: _____

ATTEST:



“Assignee”
WATERWORLD, USA

By: 
Name: Kal Abirshaban
Title: V.P
Date: 5-24-19

Date: _____

ATTEST:

