

### THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT

**THIS THIRD AMENDMENT** ("3<sup>RD</sup> 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 \$50,000.00 each to fund the District's 2016 budget, in addition to an initial amount of \$200,000.00 each for the Freight Rail Feasibility Study (the "Feasibility Study"), and subsequently amended the Agreement on February 2, 2017 ("Amendment") to advance an additional amount of \$50,000.00 each to fund the 2017 budget, and on December 5, 2017 ("Second Amendment") to advance an additional amount of \$50,000.00 each to fund the 2018 budget; and

WHEREAS, the Parties desire to amend the Agreement a third time to provide additional funding to the District to finalize and close out the obligations of the District and the Feasibility Study in an orderly manner and meet all outstanding and anticipated financial obligations related thereto.

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, Fort Bend, and Port Freeport have previously advanced funds in the amount of \$300,000.00 each for the Feasibility Study, and fund the District's 2016, 2017, and 2018 budgets; Brazoria, Fort Bend, and Port Freeport hereby agree to advance additional funds in the amount of \$30,000.00 each to close out and meet all final obligations of the District and related to closing out the Feasibility Study.
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 3<sup>rd</sup> Amendment.
3. This 3<sup>rd</sup> 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 3<sup>rd</sup> Amendment.
4. The parties to this 3<sup>rd</sup> Amendment agree that the electronic and/or digital signatures of the parties included in this 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Amendment. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**BRAZORIA COUNTY, TEXAS**

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

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Date

ATTEST:

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Joyce Hudman, Brazoria County Clerk

**FORT BEND COUNTY, TEXAS**

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KP George, County Judge

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Date

ATTEST:

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Laura Richard, Fort Bend County Clerk

**PORT FREEPORT**

  
Shane Pirtle, Chairman

March 12, 2020  
Date

**ATTEST:**

  
Rudy Santos, Secretary

**BRAZORIA-FORT BEND RAIL DISTRICT**

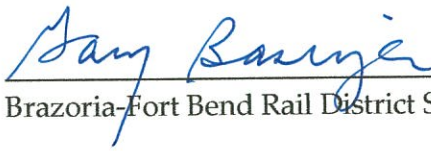


Earl Shipp, Chair  
Brazoria-Fort Bend Rail District

17 MARCH 2020

Date

ATTEST:



Brazoria-Fort Bend Rail District Secretary