

FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS FOURTH AMENDMENT ("4TH 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 on or about March 12, 2020, to advance an additional sum of \$30,000.00 each to close out and meet all final obligations of the District related to closing out the Feasibility Study ("Third Amendment"); and

WHEREAS, on or about April 3, 2020, Port Freeport received a request from the District for an advance of funds in the sum of \$175,000.00 ("Port Funds"), as temporary funding until TxDOT reimburses the District pursuant to the TxDOT grant terms;

WHEREAS, the District agrees upon receipt of reimbursement from TxDOT the District shall promptly reimburse the Port in the amount of the Port Funds. Brazoria and Fort Bend agree in the event Port Freeport is not reimbursed all of the Port Funds by TxDOT or the District, Brazoria and Fort Bend shall each reimburse Port Freeport 1/3 of the unreimbursed Port Funds;

WHEREAS, the Parties desire to amend the Agreement a fourth 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. The Port agrees to advance the Port Funds to the District as temporary funding until TxDOT reimburses the District pursuant to the TxDOT grant terms.**
- 2. The District agrees upon receipt of reimbursement from TxDOT the District shall promptly reimburse the Port in the amount of the Port Funds. Brazoria and Fort Bend agree in the event the Port is not reimbursed all of the Port Funds by TxDOT or the District, Brazoria and Fort Bend shall each reimburse Port Freeport 1/3 of the unreimbursed Port Funds.**
- 3. 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 4th Amendment.**

4. This 4th 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 4th Amendment.
5. The parties to this 4th Amendment agree that the electronic and/or digital signatures of the parties included in this 4th 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.
6. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this 4th 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 4th Amendment. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

BRAZORIA COUNTY, TEXAS

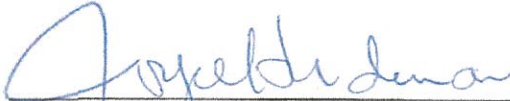


L.M. "Matt" Sebesta, Jr., County Judge

June 5, 2020

Date

ATTEST:



Joyce Hudman, Brazoria County Clerk

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, Fort Bend County Clerk

PORT FREEPORT



Shane Pirtle, Chairman

5/28/2020

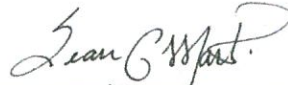
Date

ATTEST:



Rudy Santos, Secretary

BRAZORIA-FORT BEND RAIL DISTRICT



**Chris Martin, Interim Chair
Brazoria-Fort Bend Rail District**

June 22, 2020

Date

ATTEST:



Brazoria-Fort Bend Rail District Secretary