

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND         §

**THIRD AMENDMENT TO TAX ABATEMENT AGREEMENT  
 BETWEEN FORT BEND COUNTY AND  
 THREE SUGAR CREEK CENTER, LTD.**

This Third Amendment of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body politic, acting herein by and through its Commissioners Court, **SUGAR CREEK OPPORTUNITY FUND I, LTD.**, (hereinafter referred to as "Owner") and **AMERICAN NATIONAL INSURANCE COMPANY**, (hereinafter referred to as "Assignee.")

**WHEREAS**, the original August 30, 2005, (hereinafter the "Agreement") between Fort Bend County and Three Sugar Creek Center Ltd. was assigned to Sugar Creek Opportunity Fund as Owner on March 27, 2007 ; and

**WHEREAS**, Fort Bend County and Owner now desire to amend the Agreement and assign Owner's interest in the Agreement to Assignee as evidenced by Exhibit A;

**WHEREAS**, the Owner and Assignee agree that the terms and conditions as set out in the original August 5, 2005, Agreement, attached hereto as Exhibit "D" and incorporated by referenced and the November 21, 2006 Amendment, attached hereto as Exhibit "C" and incorporated by reference, remain in full force and effect and is a part hereof for all purposes as if same were fully and completely set out in this document.

**NOW THEREFORE**, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, and the 'Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones Created in Fort Bend County, Texas,' the Agreement is hereby amended as follows:

1. Any references to Sugar Creek Opportunity Fund I, Ltd. as the Owner of the real property subject to the Agreement are hereby deleted in its entirety and American National Insurance Company is hereby substituted as "Owner" of the tract of land comprising 3.071 acres in City of Sugar Land Reinvestment Zone No. 2005-03 and improvements located thereon.
2. American National Insurance Company understands and hereby agrees to all terms and conditions as pertaining to the Owner as specified in the attached Tax Abatement

Agreement dated August 30, 2005.

3. The representative(s) of American National Insurance Company whose signature(s) executes this Amendment represent and warrant to Fort Bend County that they have the requisite authority to enter into this Tax Abatement Agreement and Amendment thereof.
4. The addresses set out in Section 16 of the August 30, 2005, Agreement for notices to is hereby deleted in its entirety and the following addresses are substituted therefore:

**To Owner:** American National Insurance Company  
Attn: Tom Kirkpatrick  
2525 South Shore Blvd., Suite 207  
League City, Texas 77573

**To the Tax Assessor/Collector:** Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

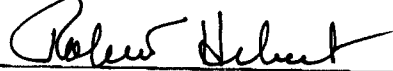
**To County:** Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469

**Copy to:** Fort Bend County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469

5. Except as modified herein and the November 21, 006 Amendment, the above referenced Agreement remains in full force and effect.
6. The tax abatement shall apply for the tax years as stated in the original Agreement. This amendment does not purport to extend the tax abatement to tax years beyond tax year 2016, as stated in the Agreement.
7. All future amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.
8. The original Tax Abatement Agreement executed by and between Fort Bend County and Three Sugar Creek Center, Ltd. on August 30, 2005, the Amendment dated November 21, 2006 and the Second Amendment dated March 27, 2007, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein, subject only to the above described amendments.

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

**FORT BEND COUNTY**

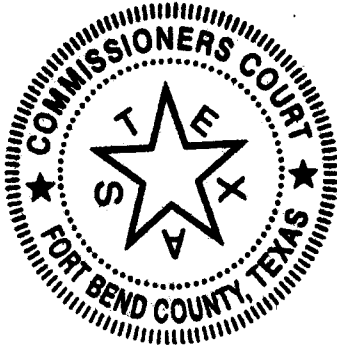
By:   
Robert E. Hebert, County Judge

Date: 1-25-2011

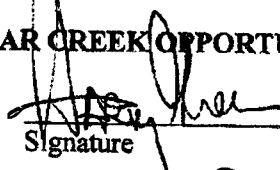
Approved by Commissioners Court 12-21-10

ATTEST:

  
Dianne Wilson, County Clerk




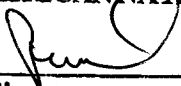
**SUGAR CREEK OPPORTUNITY FUND I, LTD.**

By:   
Signature

HARRY Green General Partner  
Printed name and title

Date: 12-15-10

**AMERICAN NATIONAL INSURANCE COMPANY**

 By:   
Signature

**ROBERT J. KIRCHNER**  
**Vice President**

Printed name and title

Date: 12/20/10

Attachments: Exhibit A – Letter dated July 27, 2010 from Harry M. Green Interests, Inc.  
Exhibit B – March 27, 2007 Amendment  
Exhibit C – November 21, 2006 Amendment  
Exhibit D – Tax Abatement Agreement between Fort Bend County and Three Sugar Creek Center, Ltd.

MER: Three Sugar Creek Ctr/Harry Green.3<sup>rd</sup> Amendment.3195-103

Exhibit A

**HARRY M. GREEN INTERESTS, INC.  
2620 FOUNTAIN VIEW, SUITE 415  
HOUSTON, TEXAS 77057  
713-953-9800**

July 27, 2010

Ms. Mary E. Reveles  
First Assistant County Attorney  
Ft Bend County  
301 Jackson, Suite 728  
Richmond, TX 77469

Re: Tax Abatement Assignment  
Three Sugar Creek Center

Dear Ms. Reveles:

This is to notify you, as the Management Company for Three Sugar Creek Center, that on July 23, 2010 Three Sugar Creek Center (previously owned by Sugar Creek Opportunity Fund I) was sold to American National Insurance Company.

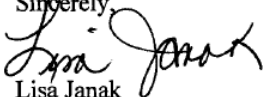
Pursuant to the Abatement Agreement between Fort Bend County and Sugar Creek Opportunity Fund I we are requesting that the Tax Abatement be assigned to American National Insurance Company. All pertinent information for the new Owner is as follows:

American National Insurance Company  
Attn: Tom Kirkpatrick  
2525 South Shore Blvd, Suite 207  
League City, TX 77573

I look forward to receiving the Assignment from you for our signatures.

If you have any questions, please do not hesitate to call me at 713 953-9800.

Sincerely,

  
Lisa Janak  
Property Manager

Cc: Tom Kirkpatrick

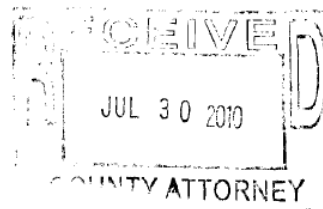


Exhibit B

STATE OF TEXAS                   §  
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COUNTY OF FORT BEND       §

**SECOND AMENDMENT TO TAX ABATEMENT AGREEMENT  
BETWEEN FORT BEND COUNTY AND  
THREE SUGAR CREEK CENTER, LTD.**

This Amendment of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body politic, acting herein by and through its Commissioners Court and **THREE SUGAR CREEK CENTER, LTD.**, (hereinafter referred to as "Owner"), each being parties to that certain Tax Abatement Agreement entered into by the parties on or about August 30, 2005, and **SUGAR CREEK OPPORTUNITY FUND I, LTD.**, (hereinafter referred to as Assignee.)

**WHEREAS**, Fort Bend County, Texas, and Owner entered into a Tax Abatement Agreement, on August 30, 2005, (hereinafter the "Agreement"); and

**WHEREAS**, Fort Bend County, Texas and Owner amended the Agreement on November 21, 2006; and

**WHEREAS**, the Owner desires to amend the Agreement and assign Owner's interest in the Agreement to Sugar Creek Opportunity Fund I, Ltd. as evidenced by Exhibit C;

**WHEREAS**, the Owner and Assignee agree that the terms and conditions as set out in the original August 5, 2005, Agreement, attached hereto as Exhibit "A" and incorporated by referenced and the November 21, 2006 Amendment, attached hereto as Exhibit "B" and incorporated by reference, remain in full force and effect and is a part hereof for all purposes as if same were fully and completely set out in this document.

**NOW THEREFORE**, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, and the 'Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones Created in Fort Bend County, Texas,' the Agreement is hereby amended as follows:

1. Any references to Three Sugar Creek Center, Ltd. as the Owner of the real property subject to the Agreement are hereby deleted in its entirety and Sugar Creek Opportunity Fund I, Ltd. is hereby substituted as "Owner" of the tract of land comprising 3.071 acres in City of Sugar Land Reinvestment Zone No. 2005-03 and improvements located thereon.

2. Sugar Creek Opportunity Fund I, Ltd. understands and hereby agrees to all terms and conditions as pertaining to Three Sugar Creek Center, Ltd. as specified in the attached Tax Abatement Agreement dated August 30, 2005.
3. The representative(s) of Sugar Creek Opportunity Fund I, Ltd. whose signature(s) executes this Amendment represent and warrant to Fort Bend County that they have the requisite authority to enter into this Tax Abatement Agreement and Amendment thereof.
4. The addresses set out in Section 16 of the August 30, 2005, Agreement for notices to is hereby deleted in its entirety and the following addresses are substituted therefore:

**To Assignee:** Sugar Creek Opportunity Fund I, Ltd.:  
2620 Fountain View Drive, Suite 415  
Houston, Texas 77057

**To the Tax Assessor/Collector:** Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

**To County:** Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469

**Copy to:** Fort Bend County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469

5. Except as modified herein and the November 21, 006 Amendment, the above referenced Agreement remains in full force and effect.
6. The tax abatement shall apply for the tax years as stated in the original Agreement. This amendment does not purport to extend the tax abatement to tax years beyond tax year 2016, as stated in the original Agreement.
7. All future amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.
8. The original Tax Abatement Agreement executed by and between Fort Bend County and Three Sugar Creek Center, Ltd. on August 30, 2005 and the November 21, 2006 Amendment, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein, subject only to the above described amendments.

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



Dianne Wilson  
Dianne Wilson, County Clerk

**FORT BEND COUNTY**

By: Robert E. Hebert

Robert E. Hebert, County Judge

Date: 3-27-07

**THREE SUGAR CREEK CENTER, LTD.**

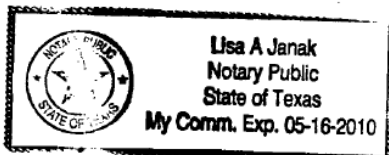
By: Harry M. Green  
Harry M. Green Development, LLC,  
its General Partner

By: Harry Green

Harry Green, President

Date: 3/14/07

Attest: Lisa A Janak



**SUGAR CREEK OPPORTUNITY FUND I, LTD.**

By: Harry M. Green  
Harry M. Green Development, LLC, its General Partner

By: Harry M. Green

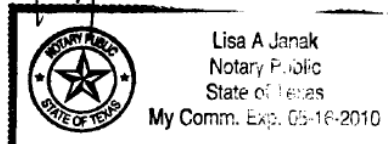
Signature

Harry M. Green, President

Printed name and title

Date: 3/14/07

Attest: Lisa A Janak



Attachments: **Exhibit A** – Tax Abatement Agreement between Fort Bend County and Three Sugar  
Creek Center, Ltd.

**Exhibit B** – November 21, 2006 Amendment

**Exhibit C** - March 5, 2007 assignment request

MER:Three Sugar Creek Ctr/Harry Green.2ndAmendment.3195-103(031407)

Exhibit C

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AMENDMENT TO TAX ABATEMENT AGREEMENT  
BETWEEN FORT BEND COUNTY AND  
THREE SUGAR CREEK CENTER, LTD.**

This Amendment of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body politic, acting herein by and through its Commissioners Court and **THREE SUGAR CREEK CENTER, LTD.**, (hereinafter referred to as "Owner"), each being parties to that certain Tax Abatement Agreement entered into by the parties on or about August 30, 2005.

**WHEREAS**, Fort Bend County, Texas, and Owner entered into a Tax Abatement Agreement, on August 30, 2005, (hereinafter the "Agreement"); and

**WHEREAS**, the parties desire to amend a certain portion of the Agreement; and

**WHEREAS**, the parties desire to extend the completion date of construction of the Improvements; and

**WHEREAS**, the parties agree that the terms and conditions as set out in the original August 5, 2005, Agreement, attached hereto as Exhibit "A" and incorporated by referenced, remain in full force and effect and is a part hereof for all purposes as if same were fully and completely set out in this document.

**NOW THEREFORE**, pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, and the 'Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones Created in Fort Bend County, Texas,' the Agreement is hereby amended as follows:

1. Page 2, Item 4, section (a) is hereby replaced with the following:  
That construction of the Improvements shall be completed on or before June 1, 2007.  
Owner shall provide Tax Assessor/Collector a certified statement evidencing a minimum of \$18,200,000.00 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.
2. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.
3. The tax abatement shall apply for the tax years as stated in the original Agreement.



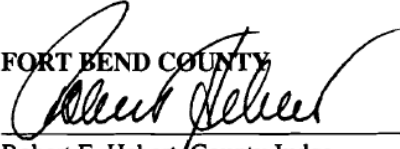
This amendment does not purport to extend the tax abatement to tax years beyond tax year 2016, as stated in the original Agreement.

5. All future amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.
6. The original Tax Abatement Agreement executed by and between Fort Bend County and Three Sugar Creek Center, Ltd. on August 30, 2005, is hereby adopted and incorporated by reference the same as if fully set forth verbatim herein, subject only to the above described amendments.

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

**FORT BEND COUNTY**


By:

  
Robert E. Hebert, County Judge

Date:

11-21-06

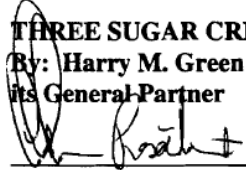
**ATTEST:**

  
Dianne Wilson, County Clerk

**THREE SUGAR CREEK CENTER, LTD.**

By: **Harry M. Green Development, LLC,**  
**its General Partner**

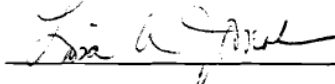
By:

  
Harry Green, President

Date:

11-16-06

Attest:

  
Dianne Wilson, County Clerk

Attachments: **Exhibit A** – Tax Abatement Agreement between Fort Bend County and Three Sugar Creek Center, Ltd.

MER:Three Sugar Creek Ctr/Harry Green.Amendment.3195-103(111506)

Exhibit D

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND   §

**TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY AND  
THREE SUGAR CREEK CENTER, LTD.**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between FORT BEND COUNTY, TEXAS, hereinafter referred to as "County," acting by and through its Commissioners' Court, THREE SUGAR CREEK CENTER, LTD., hereinafter referred to as "Owner" of the tract of land comprising Reinvestment Zone No. 2005-03 created by the City of Sugar Land.

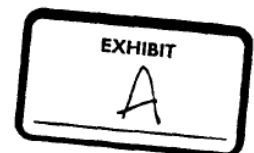
1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas, which was approved by the County's Commissioners Court on November 4, 2003. The County has determined that the request for Tax Abatement presented by Owner conforms with the criteria established in the Guidelines for Tax Abatement.
- c. No official of the County has an interest in the property subject to this Agreement.

2. **Definition:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "Certified Appraised Value or Value" means the value certified as of January 1 of each year of this Agreement regarding the property within City of Sugar Land Reinvestment Zone No. 2005-03 by the Fort Bend County Central Appraisal District.
- b. "Improvements" means a building to be used as an office building, containing approximately 150,000 sq. ft. of floor space, and any



sidewalks, parking lots, outdoor lighting, landscaping and other and related improvements to serve the building, which are erected by Owner on the property after the effective date of this Agreement.

- c. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain property in the City of Sugar Land Reinvestment Zone No. 2005-03 designated for economic development purposes.
- d. **"Ineligible Property"** means land, inventories, supplies, raw material and other forms of movable personal property which are not integral to the operation of the facility.
- e. **"Real Property"** means the 3.071 acres of land located within Reinvestment Zone No. 2005-03, described in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.
- f. **"Owner"** means Three Sugar Creek Center, Ltd., the Owner of the real property and personal property subject to this Agreement, or other person or entity to which this Agreement is assigned, with prior approval of the Fort Bend County Commissioners' Court.
- g. **"County"** means the County of Fort Bend, Texas.
- h. **"District"** means Fort Bend County Central Appraisal District.

3. **Subject Property**

City of Sugar Land Reinvestment Zone No. 2005-03 is an area located in Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 2006.

4. **Responsibility of Owner**

In consideration of receiving the tax abatement granted herein, the Owner represents and agrees:

- (a) That construction of the Improvements shall be completed on or before January 1, 2007. Owner shall provide Tax Assessor/Collector a certified

statement evidencing a minimum of \$18,200,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed by Owner.

- (b) That the Certified Appraised Value of the Improvements on January 1, 2007, and on each and every January 1 thereafter during the term of this Agreement will not be less than \$14,000,000. Failure to meet the requirements of this section will invalidate the tax abatement for that year.
- (c) That the Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- (d) **OWNER 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.**
- (e) **OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD. FAILURE TO NOTIFY THE TAX ASSESSOR-COLLECTOR OF ANY SALE OF THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT SHALL RESULT IN IMMEDIATE DEFAULT OF THIS AGREEMENT.**

5. **Value and Term of Abatement**

This Agreement shall be effective on the date executed by the County or Owner, whichever is later, and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2016. In no event shall this agreement extend beyond December 31, 2016. This Agreement shall terminate on the completion of the abatement, unless earlier termination as provided elsewhere herein. Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

This Agreement shall be effective on January 1, 2007. In each year that this Agreement is in

effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.

Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the Value of the Improvements:

<u>Tax Year</u>	<u>Percentage Abatement</u>
2007	75%
2008	75%
2009	75%
2010	75%
2011	75%
2012	75%
2013	75%
2014	75%
2015	75%
2016	75%

**TOTAL = 750%**

- (a) The abatement granted shall not apply to the Value of the Land, increases in the Value of the Land, inventory, supplies or personal property.
- (b) All Improvements shall be completed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Improvements are erected.
- (c) The Fort Bend Central Appraisal District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- (d) On or before September 1 of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Tax Assessor/Collector that each party

is in compliance with each term of this Agreement.

**6. Taxability**

During the period that this tax abatement is effective, taxes shall be payable as follows:

- a. The Value of Ineligible Property and Personal Property shall be fully taxable, including inventory;
- b. The Value of existing Improvements and Personal Property shall be determined annually by the Central Appraisal District.

**7. Event of Default**

- (a) The County may declare the Owner in default of this Agreement if: (1) the Owner fails to comply with any term of this Agreement; (2) allows County ad valorem taxes on the Land, or any property located thereon, to become delinquent; (3) vacates any of the improvements subject to the agreement before the term of the abatement.
- (b) The County shall notify the Owner of any default in writing specifying the default. The Owner shall each have thirty (30) days from the date of the notice to cure any default. If the Owner fails to cure the default, the County may terminate this Agreement by written notice.
- (c) If this Agreement is terminated by the County, the Owner agrees that they are liable for and will pay to the County within thirty (30) days of the termination of this Agreement:
  - (1) The amount of all property taxes abated under this Agreement;
  - (2) Interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
  - (3) Penalties on the amount abated in the year of default, at the rate provided for in the TAX CODE for delinquent taxes.
- (d) The County shall have a lien against the Owner's real property and improvements for the taxes and interest owed because of the recapture of taxes under this paragraph.

**8. Administration and Inspection**

This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. The Owner shall allow employees or other representatives of the County who have been designated by the Tax Assessor/Collector to have access to the reinvestment zone during the term of the Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Owner may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Owner.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement of the real property subject to this Agreement and (2) the full taxable value without abatement of the real property and other property otherwise located at or about the Owner's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the TEXAS TAX CODE as may be necessary for the administration of the abatement. Such information shall also be provided to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement, including Owner's payroll records.

9. **Assignment**

This Agreement may not be assigned without prior written consent of the County. No assignment shall be effective or approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

Any and all assignments shall contain the same terms and conditions as set out in the first Abatement Agreement and shall be granted for the remaining term of the original tax abatement agreement only.

10. **Indemnity**

It is understood and agreed between the parties that Three Sugar Creek Center, Ltd. in performing its obligations hereunder, is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. **THREE SUGAR CREEK CENTER, LTD. AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CENTRAL APPRIASAL DISTRICT FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF THREE SUGAR CREEK CENTER, LTD.'s OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE COUNTY OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. THREE SUGAR CREEK CENTER, LTD.'s INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION. THREE SUGAR CREEK CENTER, LTD. SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY THE**



COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY THREE SUGAR CREEK CENTER, LTD. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT COUNTY FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND THREE SUGAR CREEK CENTER, LTD. SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

**11. Force Majeure**

If by reason of force majeure, the Owner is are unable to perform any obligation of this Agreement, it shall give notice of the force majeure to the County in writing within ten (10) calendar days of the occurrence relied upon. The obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall mean acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the Federal or State government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure of the system or water supply system; or any other cause not reasonably within the control of the Owner.

**12. Commissioners Court Approval**

This Agreement is conditioned entirely upon the approval of the Commissioners' Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Commissioner's Court.

**13. Compliance with State and Local Regulations**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any City ordinance or Federal or State law or regulation.

**14. Changes in Tax Laws**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.

**15. Miscellaneous**

(a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

(b) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

(d) Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

**16. Notices**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any

notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

**To the Tax Assessor/Collector:**     The Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
500 Liberty, Suite 101  
Richmond, Texas 77469

**To Owner:**                             Three Sugar Creek Center, Ltd.  
Attn: Harry M. Green  
2620 Fountain View Drive, Suite 415  
Houston, Texas 77057

**To County:**                             Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attention: County Judge

**Copy to:**                                Mr. Ben W. "Bud" Childers  
Fort Bend County Attorney  
301 Jackson, Suite 621  
Richmond, Texas 77469


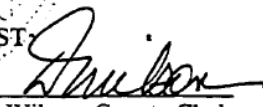
Either party may designate a different address by giving the other party ten (10) days written notice thereof. **Failure of Owner to provide the County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.**

**17.    Entire Agreement; Ordinance and Economic Impact Statement**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto are Exhibit B – Ordinance No. 1506 Designating Reinvestment Zone No. 2005-03, and Exhibit C – Economic Impact Statement/Application for Value Added Tax Abatement, which are made part of this Agreement.

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County, and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of or Three Sugar Creek Center, Ltd. has full authority to execute this Agreement and bind or Three Sugar Creek Center, Ltd. to the same.

  
ATTEST:   
Dianne Wilson, County Clerk

FORT BEND COUNTY

By: 

Robert E. Hebert, County Judge

Date: 8-30-05

THREE SUGAR CREEK CENTER, LTD.

By: 

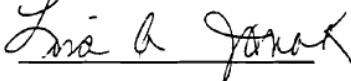
Signature

HARRY GREEN, PRESIDENT

Printed name & title Harry M. Green Development, L  
Its General Partner

Date: 7/25/05

ATTEST:



Attachments: Exhibit A – Metes and Bounds description of Land  
Exhibit B – Ordinance No. 1506 Designating Reinvestment Zone No. 2005-03  
Exhibit C – Economic Impact Statement/Application for Value Added Tax  
Abatement

mer\Three Sugar Creek Center, Ltd. -3195-103( 071905)