

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY DRAINAGE DISTRICT AND CLB, INC.**

This First Amendment of the Tax Abatement Agreement is made and entered into by and between the **FORT BEND COUNTY DRAINAGE DISTRICT**, (hereinafter referred to as “District”) a body politic, acting herein by and through its Board of Directors and **CLB, INC.** (hereinafter referred to as “Owner”), each being parties to that certain Tax Abatement Agreement entered into by the parties on or about September 6, 2011, and **CLB BUFFALO RUN, LLC**, a Texas limited liability company (hereinafter referred to as “Assignee.”)

**WHEREAS**, District and Owner entered into a Tax Abatement Agreement on September 6, 2011, (hereinafter the “Agreement”); and

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

**WHEREAS**, Owner desires to transfer its interest as Owner of the real property and improvements subject to the Agreement and assign all of its rights, interest and obligations as Owner of the real property under the Agreement to Assignee.

**WHEREAS**, the parties desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

**NOW THEREFORE**, for and in consideration of the mutual benefits to be derived by the parties hereto, District, Owner and Assignee 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, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to “Owner” shall mean and refer to CLB Buffalo Run, LLC as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 8 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

CLB Buffalo Run, LLC. and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of CLB Buffalo Run, LLC.

3. The representatives of Owner and Owner-Assignee whose signatures execute this First Amendment represent and warrant to District that they have the requisite authority to enter into the Agreement and First 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:** The Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
1317 Eugene Heimann Circle  
Richmond, Texas 77406

**To Owner:** CLB Buffalo Run, LLC  
PO Box 848  
Stafford, TX 77497-0848  
Fax: 281-240-3920

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

**Copy to:** Fort Bend County Attorney  
301 Jackson, Suite 728  
Richmond, Texas 77469

5. **CLB BUFFALO RUN, LLC 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. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.
7. 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 2022, as stated in the original agreement.
8. All future amendments, if any, of the Agreement shall require written consent of the District Board of Directors.

9. The original Tax Abatement Agreement executed by and between the Fort Bend County Drainage District and CLB, INC. on September 6, 2011, 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 amendments.

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

“District”  
FORT BEND COUNTY DRAINAGE DISTRICT

By: *Robert E. Hebert*  
Robert E. Hebert, County Judge

Date: 11-22-2011

ATTEST:  
*Dianne Wilson*  
Dianne Wilson, County Clerk

“Owner”  
CLB, Inc.  
By: *Len Benckenstein*  
Name: LEN BENCKENSTEIN  
Title: PRESIDENT  
Date: 11-8-11

Date: 11-8-11

ATTEST:  
*Patricia Dill*

“Assignee”  
CLB BUFFALO RUN, LLC.  
By: *Len Benckenstein*  
Name: LEN BENCKENSTEIN  
Title: MEMBER  
Date: 11-8-11

Date: 11-8-11

ATTEST:  
*Patricia Dill*

Attachments: Exhibit A – October 18, 2011 request for Assignment  
Exhibit B – September 6, 2011 Tax Abatement Agreement

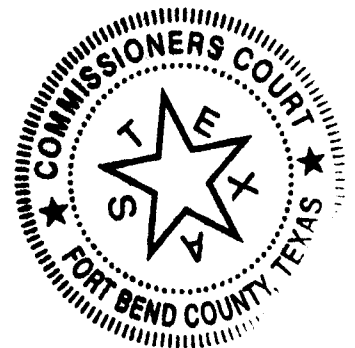


Exhibit A

**CLB, INC.**

POST OFFICE BOX 848  
STAFFORD, TEXAS 77497-0848  
281.240.3586

October 18, 2011

**BY CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Fort Bend County Drainage District  
301 Jackson, Suite 719  
Richmond, Texas 77469

Attention: County Judge

RE: Assignment of Tax Abatement Agreement

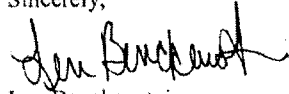
Dear Madam or Sir:

Fort Bend County Drainage District (the "District") and CLB, Inc. are parties to that certain Tax Abatement Agreement last dated September 6, 2011 (the "Agreement"), a copy of which is enclosed. Pursuant to Paragraph 9 of the Agreement, CLB, Inc. desires to assign its rights and responsibilities under the Agreement to CLB Buffalo Run, LLC, a Texas limited liability company. No default exists under the Agreement, and CLB Buffalo Run, LLC is not delinquent in the payment of taxes owed to the District.

CLB, Inc. and CLB Buffalo Run, LLC are not affiliated entities, though the president of CLB, Inc. is the sole member of CLB Buffalo Run, LLC.

Please prepare the appropriate assignment documents for the Agreement for our review. Thank you for your consideration in this matter.

Sincerely,



Len Benckenstein

cc: Fort Bend County Attorney  
301 Jackson, Suite 728  
Richmond, Texas 77469

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