

**FIRST AMENDMENT TO THE REIMBURSEMENT AGREEMENT BETWEEN
FORT BEND COUNTY AND FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY**

This First Amendment is made and entered into this 26th day of July, 2011, and modifies the Reimbursement Agreement (this "Agreement"), between **FORT BEND COUNTY, TEXAS**, a corporate body politic (the "County") and **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY** (the "FBGPTRA"), an instrumentality of the State of Texas under Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq., and the Texas Non-Profit Corporation Act, TEX CIV. STATE. Art 1396-1.01 et seq., as amended, dated February 22, 2011.

The Agreement is hereby modified as follows:

1. Recital D is removed and replaced with the following:

D. The County desires to provide interim financing to the FBGPTRA for the costs associated with the Project in an amount not to exceed **\$33,000,000** until such time as FBGPTRA issues bonds and is able to repay the County, pursuant to the terms below.

2. Section 2 is removed and replaced with the following two paragraphs:

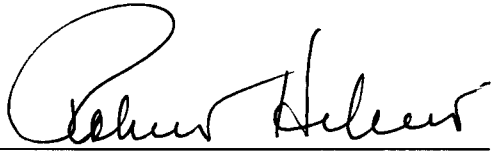
2. Advances by the County. The County hereby agrees to promptly advance funds to or on behalf of FBGPTRA in an amount not to exceed **\$33,000,000** for Project costs that have been approved by County Commissioners Court, including, but not limited to, engineering, legal fees, and administration, including operation and maintenance of the existing roadway, as such funds become due, provided however, that the funds may only be used for the purpose of expenses related to Segment D. The FBGPTRA shall be responsible for maintaining proper accounting records for all deposits and expenditures.

The funds advanced by the County shall be deposited into a special fund designated the "Fort Bend Grand Parkway Toll Road Authority Fund" (referred to in the County's financial accounting system as the "Grand Parkway Toll Road Fund" due to character limitations) in the County Treasury, or its successor. Funds shall be advanced to the Fort Bend Grand Parkway Toll Road Authority Fund in response to requests by the FBGPTRA based on periodic funding requirements. Funds may only be disbursed from the special fund upon approval of the Commissioners Court.

This First Amendment does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this amendment.

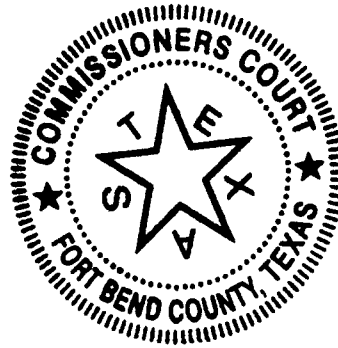
IN WITNESS WHEREOF, the Parties have duly executed this First Amendment pursuant to all requisite authorizations as of the date first above written.

FORT BEND COUNTY, TEXAS

By: 
Robert Hebert
County Judge

ATTEST:

By: 
Dianne Wilson
County Clerk

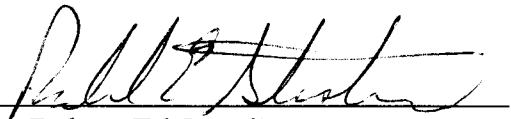


APPROVED AS TO FORM:


County Attorney

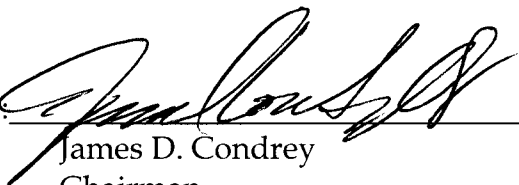
Auditor's Certificate

I hereby certify that funds in the Fort Bend County Treasury are available in the amount of 33,000,000.00 to pay the obligations of Fort Bend County under and within the foregoing agreement.

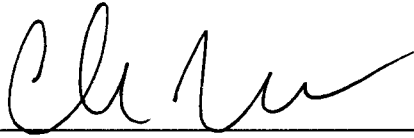
By: 

Robert Ed Sturdivant
County Auditor
Fort Bend County, Texas

FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY

By: 
James D. Condrey
Chairman

ATTEST:

By: 

Name: Charles Rencher

Title: Secretary, Board of Directors