

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This First Amendment of the Tax Abatement Agreement is made and entered into by and between **FORT BEND COUNTY, TEXAS**, (hereinafter referred to as “County”) a body politic, acting herein by and through its Commissioners Court 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, County 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, County, 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 Fort Bend County 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 Fort Bend County Commissioners Court.

9. The original Tax Abatement Agreement executed by and between Fort Bend County 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.

“County”
FORT BEND COUNTY

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:

Amela Divil

“Assignee”
CLB BUFFALO RUN, LLC.

By: *Len Benckenstein*
Name: LEN BENCKENSTEIN
Title: MEMBER
Date: 11-8-11

Date: 11-8-11

ATTEST:

Amela Divil

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

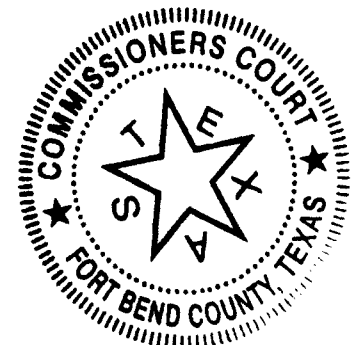


Exhibit A

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
301 Jackson, Suite 719
Richmond, Texas 77469

Attention: County Judge

RE: Assignment of Tax Abatement Agreement

Dear Madam or Sir:

Fort Bend County, Texas (the "County") 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 County.

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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