

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO TAX ABATEMENT AGREEMENT BETWEEN
 the FORT BEND COUNTY DRAINAGE DISTRICT, ENTRUST, INC. and
 MISSION ENTRUST INVESTORS, L.P.**

This First Amendment of the Tax Abatement Agreement is made and entered into by and between the **FORT BEND COUNTY DRAINAGE DISTRICT**, a body politic, acting herein by and through its Board of Directors (hereinafter referred to as "District,"), **ENTRUST, INC.**, a Texas corporation, hereinafter referred to as "Lessee," and **MISSION ENTRUST INVESTORS, L.P.**, a Texas limited partnership, hereinafter referred to as "Owner" of the Real Property and Improvements located within Fort Bend County Reinvestment Zone No. 15, each being parties to that certain Tax Abatement Agreement entered into by the parties on or about July 10, 2012, (hereinafter referred to as "the Agreement.")

WHEREAS, Owner and Lessee have requested to amend the completion date of the Improvements as stated in the Agreement; and

WHEREAS, County and Owner 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 Lessee agree as follows:

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 located in Fort Bend County, Texas, the Agreement is hereby amended as follows:

1. Section 4(a) of the Agreement is amended as follows:
 "That construction of the Improvements will commence on or before February 1, 2013."
2. Section 4(b) of the Agreement is amended as follows:
 "That construction of the Improvements shall be completed on or before September 1, 2013. Owner shall provide Tax Assessor/Collector a certified

statement evidencing a minimum of \$4,000,000 project costs with respect to the Improvements within thirty (30) days after completion of the Improvements to be constructed.

3. The representative of Owner and Lessee whose signature executes this First Amendment represents and warrants to District that he/she has the requisite authority to enter into this First Amendment
4. Except as modified herein, the above referenced Agreement remains in full force and effect and has not been modified or amended.
5. The tax abatement shall apply for the tax years as stated in the Agreement. This First Amendment does not purport to extend the tax abatement to tax years beyond tax year 2019, as stated in the Agreement.
6. All future amendments, if any, of the Agreement shall require written consent of the District Board of Directors.
7. The original Agreement executed by and between District and Owner on July 10, 2012, 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 FIRST AMENDMENT shall be effective upon execution of District.

“District:”

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____

Robert E. Hebert, County Judge

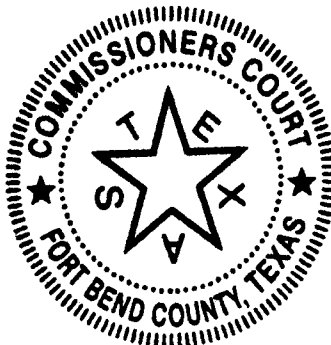
ATTEST

Dianne Wilson

Date: _____

2-5-2013

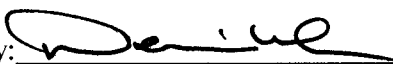
Dianne Wilson, County Clerk



"Owner:"

MISSION ENTRUST INVESTORS, L.P.

By: Dennis W. Nelson, its General
Partner

By: 

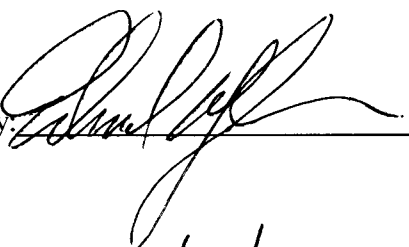
ATTEST:

Date: 1/24/2013



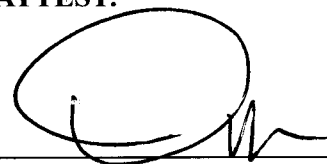
"Lessee:"

ENTRUST, INC.

By:  President

ATTEST:

Date: 1/24/2013



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