

LIMITED CONSENT AGREEMENT

This agreement is made among **SUGAR LAND TOWN SQUARE DEVELOPMENT AUTHORITY, FORT BEND COUNTY, TEXAS, AND TOWN CENTER LAKESIDE, LTD.**

Recitals:

On or about April 25, 2002 the Sugar Land Town Square Development Authority (Development Authority), Town Center Lakeside, Ltd, Pack Sports Bronzes, Inc., and Bob Pack entered into an Artwork Agreement (Monument). The Monument is located in the Sugar Land Town Square Plaza. In the Artwork Agreement, Pack Sports Bronzes, Inc. and Bob Pack have granted to the Development Authority an irrevocable, exclusive license to reproduce and distribute replicas of the Monument. Fort Bend County has requested that it be allowed to obtain from Bob Pack miniature pewter statues that are replicas of the Monument to be distributed in connection with the Fort Bend County Global Initiative, a program that encourages economic development through global relationships. The Development Authority is willing to grant a limited consent to Fort Bend County according to the terms of this Agreement.

Agreement:

In consideration of the benefits derived from the promotion of economic development and other good and valuable consideration, the Sugar Land Town Square Development Authority, Fort Bend County, Texas, and Town Center Lakeside, Ltd. agree as follows:

1. Definitions. In this Agreement:

Agreement means this Agreement.

Artist means Bob Pack, the designer and creator of the artwork, Monument and Pewter Statues pursuant to the Artwork Agreement.

Artwork Agreement means the Artwork Agreement executed on or about April 25, 2002 among the Sugar Land Town Square Development Authority, Town Center Lakeside, Ltd, Pack Sports Bronzes, Inc., and Bob Pack regarding the design and creation of a three-dimensional sculptural work depicting Stephen F. Austin on horseback pulling a pack horse out of a river. A copy of the Artwork Agreement is on file in the Office of the City's City Secretary.

City means the City of Sugar Land, Texas.

County means Fort Bend County, Texas.

Development Authority means the Sugar Land Town Square Development Authority, a Texas local government corporation created pursuant to Chapter 431, Subchapter D, of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code.

Global Initiative means the Fort Bend County Global Initiative, a program designed to promote economic development through global relationships.

Monument means the bronze sculpture of Stephen F. Austin on horseback pulling a pack horse out of a river, as described in the Artwork Agreement, which is located in Sugar Land Town Square Plaza.

Pack means Pack Sports Bronzes, Inc., a Texas corporation.

Pewter Statue means a 6" to 8" high, cast pewter statue that is a replica of the Monument, is finished with antique bronze plating and is mounted on a wood base with a brass nameplate with the title of Stephen F. Austin.

TCL means Town Center Lakeside, Ltd, a Texas limited partnership.

2. Exhibits. The following exhibits are attached and incorporated into this Agreement:

Exhibit A-Letter from Robert E. Hebert, County Judge, dated October 18, 2013.

3. Limited Consent. Pursuant to any rights the Development Authority and TCL have under the Artwork Agreement, the Development Authority and TCL:

- (a) Consent to the County obtaining up to 50 Pewter Statues from the Artist and Pack for the *sole* purpose of the County's distribution of the Pewter Statues in connection with the Global Initiative; and
- (b) Authorize the Artist and Pack to use the existing molds of the Pewter Statues that were created under the Artwork Agreement to reproduce and provide to the County up to 50 Pewter Statues.

4. Obligations:

- (a) The County is responsible for working with Artist and Pack to obtain up to the maximum of 50 Pewter Statues and paying Artist and Pack for them. The Development Authority and TCL have no obligation to pay for any of the Pewter Statues obtained by the County from Artist and Pack.

- (b) The County may not distribute derivative works based on the Monument, Pewter Statues, or artwork described in the Artwork Agreement, nor may the County sell, reproduce, or copy the artwork, Monument or Pewter Statues.

5. Term and Termination. This Agreement begins on the latest date of the dates executed by all parties. Unless terminated earlier as allowed in this Agreement, this Agreement extends in perpetuity unless otherwise required by law.

6. Miscellaneous Provisions.

(a) Termination for Default. The Development Authority or TCL may terminate this Agreement during its term as provided in this paragraph if the County fails to comply with its terms. The Development Authority or TCL, as applicable, will give the County notice of the default in writing. If the County fails to cure the default within 30 days of the date of the notice, this Agreement may be terminated by written notice to the County, specifying the date of termination. Termination of this Agreement under this paragraph does not affect the Development Authority's or TCL's right to seek any remedies for breach of contract as provided by law.

(b) Remedies Cumulative. The rights and remedies provided in this Agreement or otherwise under applicable laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy.

(c) Dispute Resolution Procedures. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

(d) Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

(e) Artwork Agreement. Nothing in this Agreement is intended to change the Artwork Agreement, which remains in full force and effect.

(f) Notices. Any notice required to be given by one party to another must be given in writing addressed to the party to be notified at the address set forth below, (a) by delivering the notice in person, (b) by depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, or (c) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery, or (d) by sending the notice by telefax with confirming copy sent by mail. Notice deposited in the U.S. Mail is deemed effective on the date of deposit. Notice given in any other manner is effective when received by the Party to be notified. For the purposes of notice,

the addresses of the Parties, until changed by given notice to the other as provided herein, is as follows:

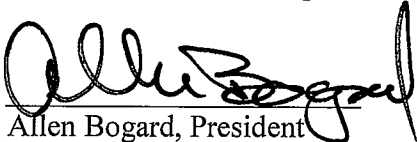
Development Authority: Sugar Land Town Square Development Authority
c/o City of Sugar Land
Attn: City Manager
2700 Town Center Blvd. North
Sugar Land, Texas 77479

County: Fort Bend County, Texas
Attn: County Judge
301 Jackson St., Suite 719
Richmond, Texas 77469

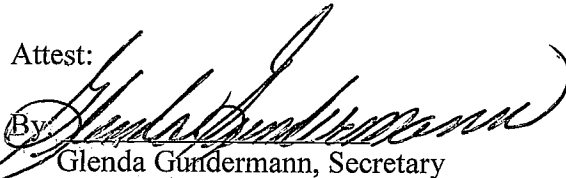
TCL: Town Center Lakeside, Ltd.
Attn: Les A. Newton
15958 City Walk, Suite 250
Sugar Land, Texas 77479

- (c) Assignment. This Agreement and the rights and obligations hereunder may not be assigned.
- (d) Interpretation of Agreement. This Agreement has been drafted with the joint input of all parties and any rules concerning the interpretation of this Agreement shall apply as if this Agreement has been jointly drafted by all the parties.
- (e) Severability. If a tribunal determines that any part of this Contract is to be invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- (f) Waiver. The waiver of a right or remedy set forth in this Agreement is not deemed a waiver of any other right or remedy herein.

SUGAR LAND TOWN SQUARE DEVELOPMENT AUTHORITY

By: 
Allen Bogard, President

Attest:

By: 
Glenda Gundermann, Secretary

Date: November 14, 2013

FORT BEND COUNTY, TEXAS

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

Date: 11-12-2013

Attest: *Dianne Wilson*
By: *Dianne Wilson*
Name: Dianne Wilson
Title: County Clerk

TOWN CENTER LAKESIDE, LTD,
a Texas limited partnership

By: SPI/TCL, LLC, a Texas limited liability
company, its sole General Partner

By: *Les A. Newton*
Les A. Newton, Manager

Date: 11/8/13

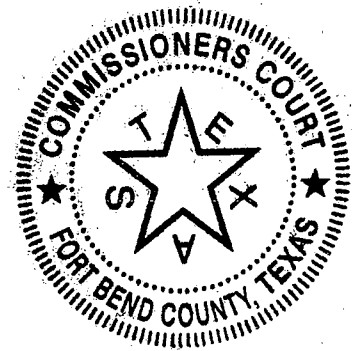


EXHIBIT A



COUNTY JUDGE
Fort Bend County, Texas

Robert E. Hebert
County Judge

October 18, 2013

(281) 341-8608
Fax (281) 341-8609

Mayor James A. Thompson
City of Sugar Land
PO Box 110
Sugar Land, TX 77487

Dear Mayor Thompson,

As County Judge of Fort Bend County, I direct the efforts of the Fort Bend Global Initiative, encouraging economic development through global relationships. As a result of this effort, we are often hosting or visiting foreign dignitaries and have a need for special tokens of appreciation that represent Fort Bend County.

While hosting the Chinese last year, we learned of the small Bob Pack Statues that the City of Sugar Land commissioned several years ago. These small statues are replicas of Sugar Land Town Center's display of Stephen F. Austin on horseback saving a packhorse from turbulent waters of the Brazos River, en route to establishing the first American Colony in Fort Bend County.

The history and representation of these statues make them the perfect gift for foreign dignitaries. I would like to commission Bob Pack to use the existing molds to create approximately 50 of these statues for the purpose of granting as gifts to foreign and domestic dignitaries. If commissioned, I will personally retain and manage the distribution of these items to ensure respect of the historical significance and beauty of each statue.

The current contract with Bob Pack was executed by both the Sugar Land Town Center Development Corporation (Sugar Land City Council) and PCD Management, LLC. PCD has granted permission for me to approach Bob Pack with this opportunity, and I would like to know if SLTCDC is willing to do the same.

I thank you for your consideration of this request and look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Hebert".

Bob Hebert
County Judge
Fort Bend County, TX

cc: Les Newton
Regina Morales

301 Jackson St., Suite 719 • Richmond, TX 77469